

Andrea Leshak, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
New York, New York 1007-1866

Re: Request for Information
PROTECO Site, Peñuelas, Puerto Rico

Dear Ms. Leshak:

Attached please find Brosval Chemical, Inc. response to the request for information dated March 28, 2019. In response to the request, we offer the information and documents attached herein, based on our review of the records available. Given wide scope of the years relevant to the request, the search cannot be comprehensive in the time allowed. The information submitted is offered as a good faith effort to respond the inquiries related of our relationship with PROTECO as owners of the land where they operated. Should you require additional response to the inquiries, please let us know.

Sincerely,


Jorge P. Valdivieso

Attachments

c: Zolymar Luna
Caribbean Environmental Protection Division
U. S. Environmental Protection Agency, Region 2
City View Plaza II, Suite 7000
48 Rd 165, km 1.2
Guaynabo Puerto Rico 00968-8069

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State Commonwealth of Puerto Rico

County Municipality of Penuelas,

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Aff. #13,897

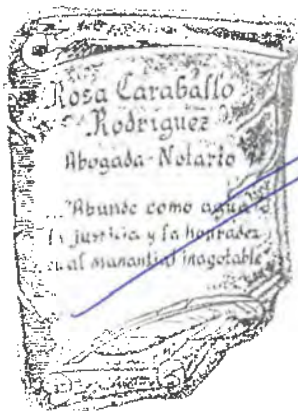
Jorge P. Valdivieso
NAME (print or type)

President
TITLE (print or type)

SIGNATURE

Sworn to before me this

21 day of May 2019.



Rosa Caraballo Rodriguez
Notary Public

1. Answer the following questions regarding Brosval Chemicals, Inc. (“Brosval”):

- a. State the correct legal name and mailing address for the Company:

Response:

Brosval Chemicals, Inc.

P. O. Box 1144 Peñuelas, PR 00624-1144

- b. State the name(s) and address(es) of the President, Chief Executive Officer, and the Chairman of the Board (or other presiding officer) of the COMPANY:

Response:

Jorge L. Valdivieso – President

Lucas P. Valdivieso – Vice President

Road 385, km. 4.4

Peñuelas, Puerto Rico 00624

- c. Identify the state Commonwealth and date of incorporation of the Company and the name of its agents for service of process in the state/Commonwealth of incorporation and in Puerto Rico, if different:

Response:

Incorporated in the Commonwealth of Puerto Rico

Date: August 25, 1996.

Jorge L. Valdivieso – Resident Agent

- d. Identify any successor corporations, predecessor corporations, or other entities related to the company. If the Company is or was subsidiary or affiliate of another corporation or other entity, identify each of those other entities. Chief Executive Officers. Presidents. And Chairpersons of the Board. Identify the state/commonwealth of incorporation and agents for service of process in the state/commonwealth of incorporation and in Puerto Rico, if different for each entity identified in your response to this question.

Response: Brosval has no successor or predecessor corporations. Neither is it an affiliate or subsidiary of another entity. For agent for service of process and officers of the corporation, see answers (b) and (c) above.

2. Answer the following questions regarding Compañía Ganadera Del Sur, Inc. (“CGS”)

- a. State the correct legal name and mailing address for Compañía Ganadera Del Sur, Inc.:

Response

Compañía Ganadera Del Sur, Inc
P. O. Box 1144
Peñuelas, PR 00624-1144

- b. State the name(s) and address(es) of the President, Chief Executive Officer, and the Chairman of the Board (or other presiding officer) of Compañía Ganadera Del Sur, Inc.:

Response:

Lucas Pérez Valdivieso Torruella – President
Jorge Lucas P. Valdivieso – Vice President
Lucas P. Valdivieso Torruella – Chairman of the Board

- c. Identify the state/commonwealth and date of incorporation of Compañía Ganadera Del Sur, Inc., and the name of its agents for service of process in the state/commonwealth of incorporation and in Puerto Rico if different:

Response:

Incorporated in the Commonwealth of Puerto Rico
Date: December 30, 1953
Jorge Lucas Valdivieso Torruella, Resident Agent

- d. Identify any successor corporations, predecessor corporations, or other entities related to Compañía Ganadera Del Sur, Inc. If Compañía Ganadera Del Sur, Inc., is or was subsidiary or affiliate of another corporation or other entity, identify each of those other entities. Chief Executive Officers, Presidents, and Chairpersons of the Board. Identify the state/commonwealth of incorporation and in Puerto Rico, if different, for each entity identified in your response to this question.

Response:

Compañía Ganadera del Sur, Inc. (“CGS”) was not a subsidiary or affiliate or another corporation or entity.

Response:

CGS owned the site during the time Carbareon, PROTECO and Resources Management, Inc. rented the property where the hazardous waste units are located and is now owned by Brosval, who acquired it from CGS.

3. State the dates during which the Company owned, operated, or leased any portion of the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.

Response: CGS ended operations in 12/31/1996.

4. State the dates during which Compañía Ganadera Del Sur, Inc., owned, operated, or leased any portion of the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.

Response: CGS owned the Site from the sixties until 1996 when it was sold to Brosval. CGS leased the property to Servicios Carbareon, Inc. in 1983.

5. Indicate whether Compañía Ganadera Del Sur, Inc. continues to exist. If it is no longer in business, indicate the date and means by which it ceased operations, and provide supporting documentation.

Response: See answer to request number 3.

6. State the dates during which Servicios Carbareon, Inc., PROTECO, and Resources Management, Inc., owned, operated, or leased any portion of the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease, including but not limited to purchase and sale agreements, deeds, leases, etc.

Response: Servicios Carbareon, Inc. started in the 1970s, we have not found a copy of the original contract. In 1983 CGS signed a contract with Carbareon when Jorge Fernández Pabón acquired the corporation.

7. Explain in detail the relationship between Compañía Ganadera Del Sur, Inc., and the Company. Identify any managers, officers, and/or directors who held position in both Compañía Ganadera Del Sur, Inc. and the Company. Submit all documents relating to any transactions between Compañía Ganadera Del Sur, Inc. and the Company, including all documents pertaining to any agreements, express or implied, for the assumption of the liabilities of PROTECO.

Response: CSG and Brosval were separate corporations with same shareholders, Messrs. Jorge L. Valdivieso and Lucas P. Valdivieso, who also were officers of the corporations.

8. Explain in detail the relationship between Compañía Ganadera Del Sur, Inc. and Servicios Carbareon, Inc., PROTECO, and Resources Management, Inc.

Response:

In the early 1970s Carbareon leases a few acres for the treatment and disposal of waste generated by the Unión Carbide Caribe, Inc. and others operating in the industrial park where CORCO and others were located. Later, Carbareon was acquired by Jorge Fernández Pabón and continued with a new lease in 1983. Carbareón later ceased operations and Protección Técnica Ecológica, Inc., (PROTECO), organized by Jorge Fernández Pabón, acquired Carbareon's rights and obligations under the 1983 lease and with the lease and operation of the landfill. In 1989, PROTECO merged with Resources Management, Inc. who, as the surviving corporation, continued with the lease until the operation was sold to Peñuelas Valley Landfill, a subsidiary of Waste Management, Inc. The Site was not part of the sale to Waste Management, but was retained by Resources Management, Inc. d/b/a PROTECO as operator and Brosval, as owner since 1996.

9. Explain in detail the relationship between Brosval Chemicals, Inc., and Servicios Carbareon, Inc., PROTECO, and Resources Management, Inc.

Response: See answer to request #8.

10. Identify all known prior owners of the Site. For each prior owner, further identify the following:

- a. The relative dates of ownership:

Response:

For approximately 60 years CGS was the owner of the site up to 1996 when it was sold to Brosval, who has been the owner to the present.

- b. All evidence showing the extent to which each entity controlled access to Site; and

Response: At all times, the access to the operation was controlled by the operators Carbareon, PROTECO and RMI.

- c. All evidence that a hazardous substance, pollutant, or contaminant was release or threatened to be released at the Site during the period that each owned the Site.

Response: CGS and Brosval have no information on hazardous substances, pollutant or contaminant released or threatened to be released at the site.

11. Identify all known prior operators of the Site. For each prior operator, further identify the following:

Response: Known prior operators: Carbareon, PROTECO and Resources Management, Inc.

- a. The relative dates of operation:

Response:

Carbareon: From the beginning until PROTECO acquired the Corporation

PROTECO: Until it merged with Resources Management, Inc.

Resources Management, Inc. d/b/a PROTECO: Until closing.

- b. The nature of prior operations at the Site by each entity:

Response:

Treatment and disposal of wastes. To our knowledge, hazardous wastes were managed by Carbareon. PROTECO acquired Carbareon and it is our belief that it managed both, hazardous and non-hazardous wastes.

- c. All evidences showing the extent to which each entity controlled access to the Site:

Response: Access to site strictly corresponded to Carbareon, PROTECO and/or RMI.

- d. All evidence that hazardous substance, pollutant, or contaminant was released or threatened to be released at the Site and or its solid waste units during the period that each was operating the Site.

Response:

We have no evidence of such releases or threatened releases. The operators did not share such information with us.

12. Describe that nature of your activities or business at the Site, including past or present purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.

Response: GGS and Brosval did not at any time conduct such activities. Neither did the occupy any position requiring such activities nor have the authority to have others conduct such activities on our behalf. Our only business with the site was the lease of the land.

13. Indicate whether you ever used, purchased, generated, stored treated, disposed of, or otherwise handled any hazardous substances at the Site. If the answer to the preceding question is anything but an unqualified “no”, identify the following:

Response: No.

- a. In general terms, the nature and quantity of the non-hazardous substances transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- b. The chemical composition, characteristics, and physical state (e.g., solid, liquid) of each hazardous substance so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- c. The persons who supplied you with each such hazardous substance;
- d. How each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- e. When each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
- f. The quantity of each such hazardous substance used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

14. Provide a list of all parties (names, addresses and EPA Identification numbers) that arranged for disposal of hazardous substances, hazardous waste, or industrial waste to the Site by year. If the waste was disposed of pursuant to a written contract, provide a copy of any contracts or agreements.

Response: No knowledge on the matter. Such activities were performed by the operators.

15. Provide a list of all transporters (names, addresses, and EPA Identification numbers) that transported waste to the Site by year. If the waste was disposed of pursuant to a written contract, provide a copy of any contracts or agreements.

Response: We do not have the information to respond to this request.

16. Provide copies of all records, including but not limited to hazardous waste manifest, customer contracts/invoices/receipts, incoming waste logbooks, pre-acceptance sheets, material safety data sheets, generator audit forms, and monthly reports of waste received, that document the names of companies whose waste was disposed of at the Site and/or companies that transported waste to the Site, including the types and quantities of the waste delivered to the Site between 1975 and 1999.

Response: Do not have such records or information.

17. Provide the names, addresses, and telephone numbers of all persons responsible for the financial recordkeeping for the Site, past and present.

Response: We have no knowledge or information.

18. Identify all persons directly involved in overseeing activities at the Site, including employees who have knowledge, information, or documents about the Site operations.

Response: The overseers of the operation were principally Dr. Jorge Fernández Pabón, Ms. Ivelisse Estrada Rivero and other officers, shareholders or directors of Carbareon, PROTECO and RMI.

19. Provide copies of boring logs, geologic reports, well logs, well locations, soil samples and all sampling data for the Site, including sampling locations of all such samples. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

Response: Brosval has no logs, reports or data, documents or information as pertaining to such activities.

20. Provide information about the Site, including but not limited to the following:

- a. Property boundaries, including a written legal description:

Response: Property boundaries – see map drawn by Fernandez-Estrada group and PROTECO.

- b. Location of any underground utilities (telephone, electrical, sewer, water main, etc.).

Response: To the best of our knowledge, there are no underground utilities at the site.

- c. Location of surface structures (e.g., building, tanks, etc.).

Response: No surface structures at the Site.

- d. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures: and where, when and how such systems are emptied:

Response: No knowledge of any systems for drainage and sanitary sewer system.

- e. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g. excavation work), and any planned additions, demolitions or other changes to the Site: and

Response: The Site has a closure plan that was approved by EPA and executed by operators. The location and nature of the hazardous waste units we believe are known by EPA. Attached is a survey of the units done by the operators. Many drums and hazardous substances were removed from the Site for the approved closure. A post closure plan with the corresponding monitoring, maintenance and security was to be executed by the operator with post closure permit, but the operators did not complete the permit and abandoned the site.

- f. Copies of all maps and drawings of the Site in your possession.

Response: Brosval has found no maps, except as mentioned in Response #20(a).

21. Explain what actions the Company has taken since 2001 to maintain the Site and protect the closed waste units, including but not limited to the following:

- a. What actions the Company has taken to maintain the caps and cover systems of the waste units, and when those actions occurred:

Response: Under lessee operation and responsibility.

- b. What actions the Company has taken to control vegetative growth, and when those actions occurred:

Response Under lessee operation and responsibility.

- c. What actions the Company has taken to restrict access to the Site, i.e., by maintaining fences, and when those actions occurred: and

Response: Under lessee operation and responsibility.

- d. What actions the Company has taken to collect and dispose of leachate from the Corrective Action Management Unit at the Site, and when those actions occurred.

Response: Under lessee operation and responsibility. Brosval does not know what is a Corrective Action Management Unit nor the collection of leachate.

22. For each answer provided in response to Request #21, above, provide supporting documentation including but not limited to contracts, agreements, reports, photos, manifests, waste logs, etc.

Response: Brosval did not generate any documents in those matters.

23. Provide the following information regarding the cattle ranch at the Site:

- a. When the cattle ranch began operating at the Site:

Response: Do not know. Brosval do not own, operate or lease a cattle ranch in our property.

- b. The name, address, and contact information of the owner of the cattle:

Response: The police informed us that the owner of the cattle Victor Cerna alias "Vitin".

- c. Details regarding any lease agreement, written or verbal, regarding the cattle ranch operation, including the duration of the lease and the amount of lease payments.

Response: Brosval has not leased land, in any manner, for the operation of a cattle ranch, much less received lease payments.

24. According to EPA records, there were six white horizontal tanks on an elevated plateau at the center of the Site that were reportedly used to hold nonhazardous wastewaters. Aerial photographs taken in approximately 2015 reveal a cleared pathway through the overgrown vegetation between the cattle ranch located at the Site, the location of the white horizontal tanks, and the Ecosystems Peñuelas Landfill to the east. The photographs indicate that two of the six horizontal tanks were removed. Provide any documentation that these tanks were emptied during the closure activities under RCRA. Indicate whether the tanks were ever used after all closure activities were completed. Explain the contents of the tanks, why two of the tanks were removed, where they were taken, and the ultimate disposition of the tanks.

Response: Brosval has not removed, emptied, used closed or disposed tanks and have no knowledge of their content.

25. Please provide all documents, if not already requested above, that support your responses to Requests #1 - #24, above.

Response: Documents are attached.

26. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

a. The Company's document retention policy between 1975 and 2018:

Response: Brosval has not implemented a document retention policy.

b. A description of how records were destroyed (burned, trashed, etc.) and the approximate date of destruction:

Response: There was no intentional destruction of documents. Some documents were lost due to a flood incident in Mr. Valdivieso's home office.

c. A description of the type of information that would have been contained in the documents:

Response: Business documents.

d. The name, job title, and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents, the person(s) who would have been responsible for the destruction of these documents, and the person(s) who had and/or still may have the originals or copies of these documents: and

Response: Messrs. Jorge L. Valdivieso and Lucas P. Valdivieso.

e. The names and most current address of any person(s) who may possess documents relevant to this inquiry.

Response: All documents related to Brosval are stored at the company office in Peñuelas, Puerto Rico.

27. Please provide copies of the Company's financial statements, shareholder's reports, financial audits or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years.

Response: Will be provided at a later date.

28. List and provide a copy of all agreements or contracts, including but not limited to insurance policies and indemnification agreements, held or entered into by the Company or its parent corporation(s), subsidiary or subsidiaries that could indemnify it against any liability that it may have under CERCLA for releases or threatened releases of hazardous substances at and from the Facility. In response to this Request, please provide not only those insurance policies and agreements that currently are in effect, but also provide those that were in effect during the period(s) when any hazardous substances, hazardous wastes, and/or industrial wastes may have been released or threatened to be released into the environment at or from the Facility.

Response: Searching for insurance policies. Will provide when found.

29. State whether any claim or claims have been made by the Company to any insurance company for any loss or damage related to operation at the Site, and if so, identify each claim by stating the name of the claimant, the name and address of the insurance company, the policy number, the named insured on the policy, claim number, date of the claim, amount of claim, the specific loss or damage claimed, the current status of the claim, and the amount, date, and recipient of any payment made on the claim.

Response: No claim has been filed.

30. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response: Jorge Fernández Pabón, Ivelisse Estrada Rivero and other shareholders, officers or directors of Servicios Carbareon, Inc., PROTECO, Resources Management, Inc. and RM Holdings, Inc.

31. State the name, title, and address of each individual who assisted or was consulted in the preparation of the response to this Request for Information. In addition, state whether this person has personal knowledge of the information in the answers provided.

Response: Jorge L. Valdivieso and Lucas P. Valdivieso.

END OF DOCUMENT

Exhibit 1

PIETRANTONI MENDEZ & ALVAREZ LLP

BANCO POPULAR CENTER - SUITE 1901

209 MUÑOZ RIVERA AVENUE

SAN JUAN, PUERTO RICO 00918

SWITCHBOARD (787) 274-1212

TELECOPIER (787) 274-1470

LARISSA MALDONADO
(787) 274-4905

ELECTRONIC MAIL
LMALDONADO@PMALAW.COM

January 18, 2000

VIA REGULAR MAIL

Lucas Valdivieso
Compañía Ganadera del Sur, Inc.
PO Box 1144
Peñuelas, PR 00624-1144

**Re: Deed of Closure of PROTECO
Hazardous Waste Disposal Units**

Dear Mr. Valdivieso:

As per your request, enclosed please find a simple copy of the above-referred deed, which was filed before the Puerto Rico Registry of Property, Second Section of Ponce (the "Registry"), on July 12, 1999, in compliance with Title 40 of the Code of Federal Regulations, Section 264.119.

If you have any questions regarding the foregoing, please call me at 274-1212.

Very truly yours,


Larissa Maldonado

Enclosures

c: Dr. Jorge Fernández (w/out encls.)
Antonio Santos, Esq. (w/out encls.)

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-----DEED NUMBER NINE (9) -----

-----CONSTITUTION OF RESTRICTIVE COVENANTS -----

---In the Municipality of San Juan, Commonwealth of
Puerto Rico, on this seventh (7th) day of July,
nineteen hundred ninety-nine (1999). -----

-----BEFORE ME -----

---LARISSA MALDONADO CARRASCO, Attorney-at-Law and
Notary Public in and for the Commonwealth of Puerto
Rico, with residence in the Municipality of San Juan,
Puerto Rico and offices located on the nineteenth floor
of the Banco Popular Center Building, two hundred nine
(209) Muñoz Rivera Avenue, in the Hato Rey Ward of the
Municipality of San Juan, Puerto Rico. -----

-----APPEAR -----

---AS PARTY OF THE FIRST PART: COMPAÑÍA GANADERA DEL
SUR, INC., a corporation duly organized and existing
under the laws of the Commonwealth of Puerto Rico, with
principal offices at Peñuelas, Puerto Rico,
(hereinafter referred to as "Ganadera"), represented
herein by its President, Jorge Lucas Pérez Valdivieso,
social security number 581-46-1422, of legal age,
single, attorney and resident of Ponce, Puerto Rico,
who represents that he has been duly authorized to
appear herein on behalf of Ganadera and who agrees to
produce evidence of such authority whenever and
wherever so required. -----

---AS PARTY OF THE SECOND PART: RESOURCES MANAGEMENT,
INC., a corporation duly organized and existing under
the laws of the Commonwealth of Puerto Rico, doing
business under the name Protección Técnica Ecológica
Corp. (hereinafter referred to as "PROTECO"), with
principal offices at San Juan, Puerto Rico, and



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employer identification number 66-0326118, represented herein by its Executive Vice President, Ivelisse Estrada Rivero, social security number 581-51-6289, of legal age, single, executive and resident of San Juan, Puerto Rico, who has been duly authorized to appear herein on behalf of PROTECO and who agrees to produce evidence of such authority whenever and wherever so required. -----

---I, the Notary, do hereby certify that I personally know the appearing parties, and by their statements I further certify as to their respective personal circumstances. The appearing parties assure me that they have, and in my judgment they do have, the necessary legal capacity and knowledge of the English language to execute this public instrument, whereupon they freely and voluntarily -----

-----STATE -----

---FIRST: The Property. Ganadera represents and warrants that it is the sole owner in fee simple ("pleno dominio") of a parcel of land located in the municipality of Peñuelas, Puerto Rico, which is described in the Spanish language as follows (hereinafter referred to as the "Property"): -----

---"RÚSTICA: Predio de terreno sito en el Barrio Tallaboa Saliente de Peñuelas, Puerto Rico, con un área de 42 cuerdas equivalentes a 16 hectáreas, 50 áreas, 76 centiáreas y 38 miliáreas integrada por 2 cuerpos que se describen así: PARCELA A: Predio de terreno ubicado en el Barrio Tallaboa Saliente, del Municipio de Peñuelas, Puerto Rico, y dedicado a pastos y malezas, con un área de 9 cuerdas, equivalente a 3 hectáreas, 53 áreas, 73 centiáreas y 61 miliáreas. En lindes por el Norte, con la Parcela B de la Compañía Ganadera del Sur, Inc.; por el Sur, con los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella; por el Este, con los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella; y por el Oeste, con Environment Preservation Associates Corporation y los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella. PARCELA B: Predio de terreno ubicado en el Barrio Tallaboa Saliente de Peñuelas, Puerto Rico y dedicado



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al manejo y disposición de desperdicios con un área de 33 cuerdas, equivalentes a 129,702.87 metros cuadrados, equivalentes a 12 hectáreas, 97 áreas, 2 centiáreas y 87 miliáreas. En lindes por el Norte, con terrenos de los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella y Luis Sala; por el Sur, con la Parcela A de la Compañía Ganadera del Sur, Inc.; por el Este, con los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella y Luis Sala; por el Oeste, con los hermanos Lucas y Jorge Lucas Pérez Valdivieso Torruella." ---

---The Property is recorded in the Registry of the Property, Second Section of Ponce (the "Registry") at page number forty (40) of volume number sixty (60) of Peñuelas, property number two thousand two hundred two (2,202). -----

---SECOND: Title. Ganadera acquired title to the Property pursuant to Deed Number Thirty-Six (36) executed in Ponce, Puerto Rico, on May five (5), nineteen hundred fifty-four (1954), before Notary Raúl Matos, which deed is recorded in the Registry at page number forty (40) of volume number sixty (60) of Peñuelas, property number two thousand two hundred two (2,202), first (1st) inscription. -----

---THIRD: Liens and Encumbrances. According to a title report prepared by Sheils Title Company, Inc., dated June eighteen (18) nineteen hundred ninety-nine (1999), the Property is subject to the following liens and encumbrances of record: -----

----(a) By its origin: -----

----(i) Right of way easement in favor of a property owned by Luis Díaz Velázquez. -----

----(ii) Easement in favor of the Commonwealth of Puerto Rico. -----

----(b) By itself: -----

----(i) Lease in favor of Protección Técnica Ecológica Corp. (PROTECO) previously Servicios Carbareón, Inc. (the "Lease Agreement"), which lease was constituted



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pursuant to Deed Number One (1) executed in Peñuelas, Puerto Rico, on September seventeen (17), nineteen hundred eighty-one (1981), before Notary Francis Torres Fernández and is recorded in the Registry at page number fifty (50) of volume eighty-four (84) of Peñuelas, property number two thousand two hundred two (2,202), ninth (9th) inscription, as amended by Deed Number Ten (10) executed in San Juan, Puerto Rico, on March five (5), nineteen hundred eighty-six (1986), before Notary Blás R. Ferraouiulli Martínez, as corrected by Deed Number Sixteen (16) executed in San Juan, Puerto Rico, on November six (6), nineteen hundred eighty-six (1986), before Notary José A. Axtmayer, which deeds are recorded at page number forty-one (41) of volume number one hundred twenty-eight (128) of Peñuelas, property number two thousand two hundred two (2,202), tenth (10th) inscription; and -----(ii) Restrictive covenants constituted pursuant to Deed Number Sixteen (16) executed in San Juan, Puerto Rico, on November six (6), nineteen hundred eighty-six (1986), before Notary José A. Axtmayer, recorded at page number forty-one (41) of volume number one hundred twenty-eight (128) of Peñuelas, property number two thousand two hundred two (2,202), tenth (10th) inscription. -----

---FOURTH: Operation of the Disposal Facility. Pursuant to the Lease Agreement and under authority granted to PROTECO by Resolution Number Eighty dash Sixty-Two dash A dash Two Hundred Fifty-Five dash JPU (80-62-A-255-JPU) issued by the Puerto Rico Planning Board (the "Planning Board") in nineteen hundred eighty (1980), as amended (the "Planning Board Resolution"),

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[Signature]

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PROTECO operated a waste disposal facility (the "Disposal Facility") within the Property. The Disposal Facility consisted originally of several waste disposal units, eleven of which were used for the disposal of hazardous wastes and have been closed pursuant to the Closure Certification Document (as hereinafter defined). -----

---FIFTH: Closure of Hazardous Waste Disposal Units. The eleven (11) hazardous waste disposal units identified as Number One (1), Two (2), Three (3), Five (5), Nine (9), Ten (10), Eleven (11), Twelve (12), Sixteen (16), Thirteen (13), and Seventeen (17) in the survey plat and schedules attached hereto as Exhibit A-1 and A-2, respectively, (hereinafter referred to as the "Recorded Waste Units"), all containing hazardous wastes and all located within the Property, were closed in April nine (9), nineteen hundred ninety-nine (1999) in compliance with that certain closure plan approved by the United States Environmental Protection Agency ("USEPA") on November twenty-nine (29) nineteen hundred ninety-seven (1997) (the "Closure Plan") in compliance with the Federal Requirements (as hereinafter defined). As required by applicable laws and as agreed in the Lease Agreement, the Property comprises a buffer zone (the "Buffer Zone") which surrounds the Recorded Waste Units, which Buffer Zone is also depicted in the survey plat attached hereto as Exhibit A-1. -----

---SIXTH: Federal Requirements. Federal regulations approved under the Federal Environmental Protection Act, specifically, Section two hundred sixty-four point one hundred nineteen, (Section 264.119) of Subpart G of Title Forty (40) of the Code of Federal Regulations (the "Federal Requirements"), require that: -----

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---"no later than sixty (60) days after certification of closure of each hazardous waste disposal unit, the owner or operator must submit to the local zoning authority or the authority with jurisdiction over local land use, and to the Regional Administrator (of the USEPA) a record of the type, location, and quantity of hazardous wastes disposed of within each cell or other disposal unit of the facility...". (40 CFR Section 264.119 (a)). -----

---A certification of closure was prepared by LAW Environmental - Caribe for each hazardous waste disposal unit and was submitted to the Regional Administrator of the USEPA on April nine (9), nineteen hundred ninety-nine (1999) (the "Closure Certification Document"), which certification shows the boundaries of each of the Recorded Waste Units and the contents of each of the Recorded Waste Units. The Closure Certification Document was filed with the Planning Board, the local zoning authority, on May thirteen (13), nineteen hundred ninety-nine (1999). -----

---Also within said sixty (60) day period, the owner or operator of the facility must: -----

---"record, in accordance with State Law, a notation on the deed to the facility property, or on some other instrument which is normally examined during title search, that will in perpetuity notify any potential purchaser of the Property that: -----

----- (i) The land has been used to manage hazardous wastes; and -----

----- (ii) Its use is restricted under Subpart G of Title Forty (40) of the Code of Federal Regulations; and -----

----- (iii) The survey plat and record of the type, location, and quantity of hazardous wastes disposed of within each cell or other hazardous waste disposal unit of the facility required (hereunder) have been filed with the local zoning authority or the authority with jurisdiction over local land use and with the Regional Administrator; and submit a certification signed by the owner or operator, that he has recorded the (above mentioned) notation, including a copy of the document in which the notation has been placed to the Regional Administrator." (40 CFR Section 264.119 (b)). -----

---This Deed is being filed in the Registry in order to cause an inscription that will perpetually notify



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to all potential purchasers of the Property of the existence of the Restrictions encumbering the Property (as hereinafter set forth), specifically the existence of the Recorded Waste Units, closed in compliance with the Federal Requirements. -----

---SEVENTH: Declaration and Constitution of Restrictive Covenants. In compliance with the Federal Requirements, Ganadera and PROTECO hereby agree to subject those portions of the Property comprising the Recorded Waste Units, together with such additions now existing or as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be a restrictive covenant running with the land. -----

---NOW THEREFORE, PROTECO, with the express consent of Ganadera, hereby declares that the Recorded Waste Units located within the Property, together with any and all buildings, structures, and any and all additions thereto as now exist or as hereinafter may be developed, constructed, installed and/or located thereon (hereinafter referred to as the "Restricted Area"), are and shall be owned, held, transferred, sold, conveyed, encumbered, used, occupied and improved, subject to the following conditions, standards, covenants, restrictions, easements, reservations and charges resulting from: (i) the land comprising the Restricted Area having been used to manage hazardous wastes; (ii) its use being restricted under Subpart G of Title Forty (40) of the Code of Federal Regulations; and (iii) the type, location, and quantity of hazardous wastes disposed of within each



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Recorded Waste Unit as further described below (hereinafter collectively referred to as the "Restrictions"), all of which are declared to be in compliance with the Federal Requirements and are established, created, declared, constituted and agreed upon for the purpose of declaring the past use of the Restricted Area located within the Property and the encumbrances resulting therefrom. All of the Restrictions shall encumber those portions of land comprised within the Recorded Waste Units. All parcels of land segregated from those portions of land comprised within the Recorded Waste Units shall be affected by the Restrictions, except as otherwise provided for herein. The Restrictions shall be binding on all parties having or acquiring any right, title or interest in the Restricted Area, and their successors and assigns in interest, title or otherwise. -----

---The type, location, and quantity of hazardous wastes disposed of within each Recorded Waste Unit are as follows: -----

----One. With respect to Waste Unit Number One (1), the parcel of land comprised therein is encumbered as follows: -----

----Parcel of land with an area of zero point three seven zero zero (0.3700) acres equal to zero point three eight one four (0.3814) cuerdas that contains approximately five thousand eight hundred (5,800) drums (approximately three hundred seventeen thousand (317,000) gallons) of various waste materials with USEPA units code designations for the waste material to include: D-001, D-002, D-008, D-009, D-054, F-001, F-003, F-005, F-006, K-046, P-012, U-002, U-044, U-108, U-112, U-113, U-117, U-122, U- 134, U- 144, U- 154, U- 162, U-188, U-210, U-211, U-220, U-225 and U-226 as described in the Closure Certification Document prepared for Resources Management Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4 Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. -----

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----The specific survey or metes and bounds description of Waste Unit Number One (1), Schedule D parcel, as recorded on the survey plan of the capped landfill hazardous Waste Units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license two thousand six hundred ninety-two (2692), is as follows: starting at point one (1) in the south-west lower left corner of the Waste Unit Number One (1) Schedule D land plane limit it extends north-east twelve (12) degrees, thirty-nine (39) minutes and nineteen (19) seconds (N12°39'19"E) a distance of ninety-one point forty-seven (91.47) feet to point two (2) in the Waste Unit Number One (1) land plane limit; from this point number two (2) it continues south-east eighty-two (82) degrees, forty (40) minutes and eight (8) seconds (S82°40'08"E) a distance of one hundred thirty-five point ten (135.10) feet to point three (3) in the Waste Unit Number One (1) land plane limit; from this point number three (3) it continues south-east one (1) degree, fifty-five (55) minutes and one (1) second (S01°55'01"E) a distance of one hundred eleven point twenty-one (111.21) to point number four (4) in the Waste Unit Number One (1) land plane limit, and from this point number four (4) it continues north-west seventy-six (76) degrees, three (3) minutes and fifty-nine (59) seconds (N76°03'59"W) a distance of one hundred sixty-two point fifty-four (162.54) feet to the starting point number one (1) closing the Waste Unit Number One (1) Schedule D land plane to have an enclosed area of zero point three seven zero zero (0.3700) acres equal to zero point three eight one four (0.3814) cuerdas. -----

----Two. With respect to Waste Units Number Two (2) and Three (3), the parcels of land comprised therein are encumbered as follows: -----

----Parcel of land with an area of one point zero four three two (1.0432) acres equal to one point zero seven five (1.075) cuerdas that includes Waste Unit Number Two (2) that is a drum disposal area that contains approximately four hundred fifty (450) drums (approximately twenty-two thousand nine hundred (22,900) gallons) of various waste materials with USEPA waste codes designation D-001, D-002, D-008, D-009, D-054, F-001, F-003, F-005, F-006, K-046, P-012, U-002, U-044, U-108, U-112, U-113, U-117, U-122, U-134, U-144, U-154, U-162, U-188, U-210, U-211, U-220, U-225, and U-226. The land area also includes Waste Unit Number Three (3) that is a drum disposal area that contains approximately one thousand seven hundred (1,700) drums (approximately ninety-six thousand six hundred (96,600) gallons) of various waste materials with the same waste code designations as Waste Unit Number Two (2) mentioned above, both Waste Units as described in the Closure Certification Document prepared for Resources Management Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4 Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. -----

----The specific survey or metes and bounds description of the capped landfill hazardous Waste Units Number Two



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(2) and Number Three (3) (Schedule E), as recorded on the survey plan prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License two thousand six hundred ninety-two (2692), is as follows: starting at point number one (1) in the south-west left corner of the Waste Units Number Two (2) and Number Three (3) (Schedule E) land plane limit it extends north-east seven (7) degrees, fifty-three (53) minutes and twenty (20) seconds (N07°53'20"E) a distance of eighty-eight point zero eleven (88.011) feet to point number two (2) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point number two (2) it continues north-east fifty-four (54) degrees, ten (10) minutes and four (4) seconds (N54°10'04"E) a distance of ninety-three point sixty-four (93.64) feet to point number three (3) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point number three (3) it continues north-east eighty-six (86) degrees, forty-two (42) minutes and twenty-eight (28) seconds (N86°42'28"E) a distance of two hundred twenty-six point thirty-seven (226.37) feet to point number four (4) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point number four (4) it continues south-west fourteen (14) degrees, forty-three (43) minutes and eleven (11) seconds (S14°43'11 "W) a distance of one hundred twenty-two point zero zero (122.00) feet to point number five (5) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point five (5) it continues south-west sixty-one (61) degrees, forty-six (46) minutes and fifty-eight (58) seconds (S61°46'58"W) a distance of one hundred eighty-six point twelve (186.12) feet to point number six (6) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point number six (6) it continues south-west seventy-nine (79) degrees, forty-one (41) minutes and forty-three (43) seconds (S79°41'43"W) a distance of twenty-two point thirty-six (22.36) feet to point number seven (7) in the Waste Units Number Two (2) and Number Three (3) land plane limit; from this point number seven (7) it continues north-west seventy-eight (78) degrees, fifty-nine (59) minutes and forty-seven (47) seconds (N78°59'47"W) a distance of thirty-six point sixty-seven (36.67) feet to point number eight (8) in the Waste Units Number Two (2) and Number Three (3) land plane limit; and from this point eight (8) it continues north-west fifty-one (51) degrees, forty-eight (48) minutes and five (5) seconds (N51°48'05"W) a distance of seventy-seven point sixty-two (77.62) feet to the starting point number one (1) closing the Waste Units Number Two (2) and Number Three (3) (Schedule E) land plane polygon to have an enclosed area of one point zero four three (1.043) acres equal to one point zero seven five five (1.0755) cuerdas. -----

----Three. With respect to Waste Unit Number Five (5), the parcel of land comprised therein is encumbered as follows: -----

----Parcel of land with an area of zero point three seven two two (0.3722) acres equal to zero point three eight three eight (0.3838) cuerdas that is a drum disposal area that contains an unknown quantity of drums of unknown waste types as described in the

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Closure Certification Document prepared for Resources Management Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4 Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. --

-----The specific survey or metes and bounds description of the Waste Unit Number Five (5) parcel as recorded on the survey plan of the capped landfill hazardous Waste Units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license two thousand six hundred ninety-two (2692), is as follows: starting at point one (1) in the north-west upper left corner of the Waste Unit Number Five (5) (Schedule F) land plan limit it extends south-east eighty-seven (87) degrees, seven (7) minutes and forty-three (43) seconds (S87°07'43"E) a distance of one hundred seventy-four point eighty-four (174.84) feet to point number two (2) in the Waste Unit Number Five (5) land plane limit; from this point number two (2) it continues south-east zero (0) degrees, fifty-one (51) minutes and eleven (11) seconds (S00°1'11"E) a distance of fifty-four point ninety-three (54.93) feet to point number three (3) in the Waste Unit Number Five (5) land plane limit; from this point number three (3) it continues south-west fifty-four (54) degrees, thirty-seven (37) minutes and forty-six (46) seconds (S54°37'46"W) a distance of eighty-six point fifty-five (86.55) feet to point number four (4) in the Waste Unit Number Five (5) land plane limit; from this point number four (4) it continues north-west sixty-six (66) degrees, thirty-nine (39) minutes and twenty-two (22) seconds (N66°39'22"W) a distance of one hundred fifty-one point ninety-six (151.96) feet to point number five (5) in the Waste Unit Number Five (5) land plane limit, and from this point number five (5) it continues north-east thirty-two (32) degrees, fifty-three (53) minutes and fifty-seven (57) seconds (N32°53'57"E) a distance of sixty-three point eighty-one (63.81) feet to the starting point number one (1) closing the Waste Unit Number Five (5) (Schedule F) land plane polygon to have an enclosed area of zero point three seven two two (0.3722) acres equal to zero point three eight three eight (0.3838) cuerdas. ----

-----Four. With respect to Waste Units Number Nine (9), Ten (10), Eleven (11), Twelve (12), and Sixteen (16), the parcels of land comprised therein are encumbered as follows: -----

-----Parcel of land with an area of two point nine zero nine six (2.9096) acres equal to two point nine nine nine six (2.9996) cuerdas that includes Waste Unit Number Nine (9) that was an oil lagoon used to collect waste oil and that contained approximately four hundred forty-seven thousand seven hundred (447,700) gallons of water and approximately three hundred thousand (300,000) gallons of sludge; the waste code designation for the waste materials include: D-001, but D-002, D-005, D-007, D-008, D-009, D-010, D-013, D-106, D-108, F-001, F-002, F-154, F-188, F-196, F-210, F-220, F-226, F-230, and F-239 may also be applicable; Waste Unit Number Ten (10) that is an immobilization facility that contains approximately nine hundred fifty (950) cubic yards of waste material of unknown waste types; Waste

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Unit Number Eleven (11), located adjacent to Waste Unit Number Ten (10), is an immobilization area that contains approximately five thousand eight hundred (5,800) cubic yards of waste material, consisting of the following waste codes designation: D-001, D-002, D008, D-009, D-013, F-002, F-009, U-044, U-138, U-140, U-144, U-154, U-156, U-188, U-201, U-210, U-226 and U-239; Waste Unit Number Twelve (12) is a land treatment area that contains approximately seventeen thousand eight hundred (17,800) cubic yards of waste materials consisting of the following designations: D-002, D-013, and F-003; and Waste Unit Number Sixteen (16) that is an immobilization area that contains approximately twenty-nine thousand seven hundred (29,700) cubic yards of waste materials with waste codes believed to be: D-001, D-002, D-007, D-008, D-009, D-013, F-001, F-002, F-003, F-005, F-006, F-007, F-0 18, K-050, K-051, K-052, P-030, P-098, U-002, U-019, U-044, U-151, U-154, U-159, U-188, U-196, U-210, U-220, U-223, and U-226, a Waste Unit as described in the Closure Certification Document prepared for Resources Management, Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4, Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. -----

-----The specific survey or metes and bounds description of the capped landfill hazardous Waste Units Nine (9), Ten (10), Eleven (11), Twelve (12), and Sixteen (16) (the "Schedule A Waste Units"), of land as recorded on the Survey Plan of the capped landfill hazardous Waste Units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License two thousand six hundred ninety-two (2692) is as follows: starting at point one (1) in the north-east upper right corner of the Schedule A Waste Units land plane limit, it extends north-east thirty (30) degrees, fifty-eight (58) minutes and fifty-two (52) seconds (N30°58'52" E) a distance of eighty-four point thirty-nine (84.39) feet to point number two (2) in the Schedule A Waste Units land plane limit; from this point number two (2) it continues south-east two (2), seventy-five (75) degrees thirty-two (32) minutes and thirty-five (35) seconds (S75°32,35"E) a distance of one hundred thirteen point forty (113.40) feet to point number three (3) in the Schedule A Waste Units land plane limit, from this point number three (3) it continues south-west thirty-seven (37) degrees, thirty-two (32) minutes and nine (9) seconds (S37°32'09"W) a distance of fifty-six point seventy-one (56.71) feet to point number four (4) in the Schedule A Waste Units land plane limit; from this point number four (4) it continues south-west eighty-one (81) degrees, thirty-four (34) minutes and fifty-one (51) seconds (S81°34'51"W) a distance of seventy-six point thirty-five (76.35) feet to point number five (5) in the Schedule A Waste Units land plane limit; from this point number five (5) it continues north-west seventy-one (71) degrees, twenty-five (25) minutes and thirty (30) seconds (N71°25'30"W) a distance of thirty-four point seventy-five (34.75) feet to point number six (6) in the Schedule A Waste Units land plane limit, from this point number six (6) it extends north-east thirty (30) degrees, four (4) minutes and zero (0) seconds (N30°04'00"E) a distance of five hundred eighty-three point ninety-three (583.93) feet to point number seven (7) in the Schedule A Waste Units land plane limit; from this point number seven (7) it



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continues north-west sixty-eight (68) degrees, zero (0) minutes and twenty-nine (29) seconds (N68°00'29"W) a distance of seventy point thirty-four (70.34) feet to point number eight (8) in the Schedule A Waste Units land plane limit; from this point number eight (8) it continues south-west twenty-three (23) degrees, fifty-six (56) minutes and forty four (44) seconds (S23°56'24"W) a distance of six hundred fifty-one point seventy-two (651.72) feet to point number nine (9) in the Schedule A Waste Units plane limit; from this point number nine (9) it continues south-west one (1) degree, eight (8) minutes and forty-nine (49) seconds (S08°08'49"W) a distance of forty-three point ninety-four (43.94) feet to point number ten (10) in the Schedule A Waste Units land plane limit, from this point number ten (10) it continues north-east thirteen (13) degrees, twelve (12) minutes and forty-seven (47) seconds (N13°12'47"E) a distance of forty-six point fifty-one (46.51) feet to point number eleven (11) in the Schedule A Waste Units land plane limit, from this point number eleven (11) it continues south-west forty-four (44) degrees, eleven (11) minutes and three (3) seconds (S44°11'03"W) a distance of fifty point seventy-one (50.71) feet to point twelve (12) in the Schedule A Waste Units land plane limit; from this point number twelve (12) it continues south-west eighty (80) degrees, four (4) minutes and thirty (30) seconds (S80°04'30"W) a distance of eighty-seven point thirty-seven (87.37) feet to point number thirteen (13) in the Schedule A Waste Units land plane limit; from this point number thirteen (13) it continues north-west seventy-four (74) degrees, twenty-nine (29) minutes and twenty-three (23) seconds (N74°29'23"W) a distance of sixty-two point seventy-one (62.71) feet to point number fourteen (14) in the Schedule A Waste Units land plane limit; from this point number fourteen (14) it continues north-west fifty (50) degrees, forty-seven (47) minutes and twenty (20) seconds (N50°47'20"W) a distance of eighty-six point sixty-five (86.65) feet to point number fifteen (15) in the Schedule A Waste Units land plane limit; from this point number fifteen (15) it extends north-west fifteen (15) degrees, fifty-one (51) minutes and fifty-seven (57) seconds (N15°51'57"W) a distance of forty-seven point zero seven (47.07) feet to point number sixteen (16) in the Schedule A Waste Units land plane limit; from this point number sixteen (16) it extends north-east nine (9) degrees, fifty-three (53) minutes and forty-nine (49) seconds (N09°53'49"E) a distance of twenty-seven point eighty-nine (27.89) feet to point number seventeen (17) in the Schedule A Waste Units land plane limit; from this point number seventeen (17) it continues north-west seventy-eight (78) degrees fifty two (52) minutes and one (1) second (N78°52'01"W) a distance of one hundred twenty-three point thirty-one (123.31) feet to the starting point number one (1) closing the Schedule A Waste Units land plane polygon to have an enclosed area of two point nine zero nine six (2.9096) acres equal to two point nine nine nine six (2.9996) cuerdas. -----

----Five. With respect to Waste Unit Number Thirteen (13), the parcel of land comprised therein is encumbered as follows: -----

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----Parcel of land with an area of zero point three one three eight (0.3138) acres equal to zero point three two three five (0.3235) cuerdas that was a rainwater collection lagoon for the site with constituents contained in the rainwater unknown and with a volume of water stored in the lagoon that varies during the year from zero up to approximately eighty thousand (80,000) gallons due to the high evaporation rate and high run-off volume for the site as described in the Closure Certification Document prepared for Resources Management, Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4 Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. --

----The specific survey or metes and bounds description of the Waste Unit Number Thirteen (13), Schedule B parcel, as recorded on the survey plan of the capped landfill hazardous Waste Units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License two thousand six hundred ninety-two (2692) is as follows: starting at point one (1) in the north-east upper right corner of the Waste Unit Number Thirteen (13), Schedule B land plane limit, it extends south-west twenty-seven (27) degrees, forty-five (45) minutes and twenty-seven (27) seconds (S27°45'27"W) a distance of forty-seven point sixty-two (47.62) feet to point number two (2) in the Waste Unit Number Thirteen (13) land plane limit; from this point number two (2), it continues south-west forty-four (44) degrees, twenty-nine (29) minutes and twenty-six (26) seconds (S44°29'26"W) a distance of one hundred thirty-one point ninety-six (131.96) feet to point number three (3) in the Waste Unit Number Thirteen (13) land plane limit; from this point number three (3) it continues north-west fifty-eight (58) degrees, twenty-five (25) minutes, forty-nine (49) seconds (N58°25'49"W) a distance of sixty-nine point seventy-two (69.72) feet to point number four (4) in the Waste Unit Number Thirteen (13) land plane limit; from this point number four (4) it continues north-east thirty-seven (37) degrees, eight (8) minutes and twenty-five (25) seconds (N37°08'25"E) a distance of one hundred sixty-eight point seventy-three (168.73) feet to point number five (5) in the Waste Unit Number Thirteen (13) land plane limit; and from this point number five (5) it continues south-east sixty-four (64) degrees, eighteen (18) minutes and twenty (20) seconds (S64°18'20"E) a distance of eighty point ten (80.10) feet to the starting point number one (1) closing the Schedule B Waste Unit Number Thirteen (13) land plane polygon to have an enclosed area of zero point three one three eight (0.3138) acres equal to zero point three two three five (0.3235) cuerdas. -----

----Six. With respect to Waste Unit Number Seventeen (17), the parcel of land comprised therein is encumbered as follows: -----

----Parcel of land with an area of zero point five two one eight (0.5218) acres equal to zero point five three eight zero (0.5380) cuerdas that is a neutralization impoundment that contains approximately thirty thousand two hundred (30,200) gallons of waste material with



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waste code designations of D-001, D-002 and D-003 as described in the Closure Certification Document prepared for Resources Management Inc., doing business as PROTECO, of the waste management facility located at State Road three hundred eighty-five (385), Km.4 Hm.4, Encarnación and Tallaboa Saliente Wards in Peñuelas, Puerto Rico. -----

-----The specific survey or metes and bounds description of Waste Unit Number Seventeen (17), Schedule C parcel, as recorded on the survey plan of the capped landfill hazardous Waste Units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license two thousand six hundred ninety-six (2696) is as follows: starting at point number one (1) in the north-east upper right corner of the Waste Unit Number Seventeen (17) land plane limit, it extends south-west fifteen (15) degrees, nineteen (19) minutes and nine (9) seconds (S15°19'09"W) a distance of eighty-nine point eighty (89.80) feet to point number two (2) in the Waste Unit Number Seventeen (17) land plane limit; from this point number two (2) it continues south-west thirty-five (35) degrees, thirty (30) minutes and thirty-four (34) seconds (S35°30'34"W) a distance of one hundred forty-seven point sixty-five (147.65) feet to point number three (3) in Waste Unit Number Seventeen (17) land plane limit; from this point number three (3) it continues north-west fifty-one (51) degrees, twenty-seven minutes (27) and thirty-six (36) seconds (N51°27'36"W) a distance of one hundred three point fifty-five (103.55) feet to point number four (4) in the Waste Unit Number Seventeen (17) land plane limit; from this point number four (4) it continues north-east thirty-four (34) degrees, thirty-nine (39) minutes and forty-seven (47) seconds (N34°39'47"E) a distance of two hundred twenty-five point thirty-five (225.35) feet to point number five (5) in Waste Unit Number Seventeen (17) land plane limit; and from this point number five (5) it continues south-east fifty-five (55) degrees, twenty (20) minutes and fifty-seven (57) seconds (S55°20'57"E) a distance of seventy-five point seventy-five (75.75) feet to the starting point number one (1) closing the Waste Unit Number Seventeen (17) land plane polygon to have an enclosed area of zero point five two one eight (0.5218) acres equal to zero point five three eight zero (0.5380) cuerdas. -

---EIGHTH: General Provisions. -----

---Section One. Duration. The Restrictions shall run with and bind the Restricted Area and, except as otherwise provided for herein, shall encumber the Restricted Area in perpetuity from the date this Deed is filed for recordation, after which date the Restrictions shall be automatically in effect, until and unless a modification to the post-closure permit is granted by the corresponding governmental agencies



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with respect to all or part of the Restricted Area in accordance with the Federal Requirements then in effect and as the same may be amended from time to time, and any applicable laws. -----

---Section Two. Right of Access. -----

---Ganadera hereby ratifies PROTECO's right of access to the land comprised within the Recorded Waste Units, as such access is or may become necessary for the adequate post-closure maintenance of the Restricted Area and in accordance with all applicable laws. ---

---Section Three. Amendments. -----

---This Deed and the Restrictions hereby constituted may only be amended in accordance with the Federal Requirements then in effect and as the same may be amended from time to time, and any applicable laws.

---Section Four. Ratification of Deed. All present and future owners of the Restricted Area, their successors and assigns in interest, title or otherwise, and all owners or future owners and all present or future occupants of the Restricted Area, and all persons that might use in any manner whatsoever, any of the buildings, structures, and/or facilities, now constructed or to be constructed thereon, are and shall be subject to the provisions of this Deed, and the mere acquisition, rental or occupancy of all or any portion of the Restricted Area shall signify that the provisions of this Deed are accepted and ratified. -

---NINTH: Valuation. For registration and notarial purposes and for no other purpose, Ganadera and PROTECO value the restrictive covenants herein established in the total amount of ONE DOLLAR (\$1.00). -----

---TENTH: Severability. If any provisions of this Deed or the application of such provision to any person or circumstances shall be held invalid by a court of



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competent jurisdiction, the remainder of the Deed, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. -----

---**ELEVENTH: Request to the Registrar.** The Honorable Registrar of the Property is hereby respectfully requested to record the Restrictions in the corresponding section of the Registry, which Restrictions are constituted hereby as restrictive covenants running with the land ("servidumbre en equidad") upon and running with those portions of the Property comprising the Restricted Area, pursuant to the provisions herein contained. -----

---**TWELFTH: Additional Instruments.** Ganadera and PROTECO hereby agree to obtain, execute and deliver any and all additional instruments, documents and deeds, public or private, which may be reasonably required by applicable laws and regulations to record the restrictive covenants encumbering the Restricted Area as described herein -----

-----**ACCEPTANCE, WARNINGS AND EXECUTION** -----

---The appearing parties accept this Deed as drafted because it has been drawn in accordance with their instructions, stipulations, terms, and conditions. -

---I, the Notary, made the necessary legal warnings concerning the execution of this Deed to the appearing parties, in particular the following: (a) that a title report was prepared by an independent third party and not by the undersigned notary; (b) that a certified copy of this Deed should be presented for recordation in the appropriate Section of the Registry of Property; (c) the desirability of verifying the status of liens and encumbrances on the Property as may appear from the Registry of Property on this date and of the adverse

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consequences which may result from the failure to do so; (d) that if the Property is located within a flood zone, any title holder or occupant of the same, present and future, is bound by law to observe and comply with the requirements and provision of the Regulation of Zones Susceptible to Floods, the warning that the violation of the same constitutes an illegal act, in accordance with the provisions of Act Number 11 of March eight (8), nineteen eighty-eight (1988) 23 L.P.R.A. §223(g) ; and (e) the possible existence of and pending of additional unrecorded statutory taxes (including the statutory mortgage lien in favor of the Commonwealth of Puerto Rico). -----

---I, the Notary, do hereby certify that I have advised the appearing parties of the legal effects of this Deed and that each party waived the right to have witnesses present at its execution, after having being duly advised of such right. -----

---I, the Notary, also certify that this Deed was read personally by each of the appearing parties, who finding it drafted in accordance with their instructions, stipulations, terms, and conditions, approve and ratify the contents hereof, and confirm the statements contained herein as the true and exact embodiment of their agreements; and that thereupon each of the appearing parties affixes their initials on each and every page hereof and signs the original of this Deed, before me, the Notary. -----

---To all of which, under my signature and seal, and after signing, sealing, marking and flourishing the same according to law, I, the undersigned Notary, DO ATTEST. -----

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Dr. JH

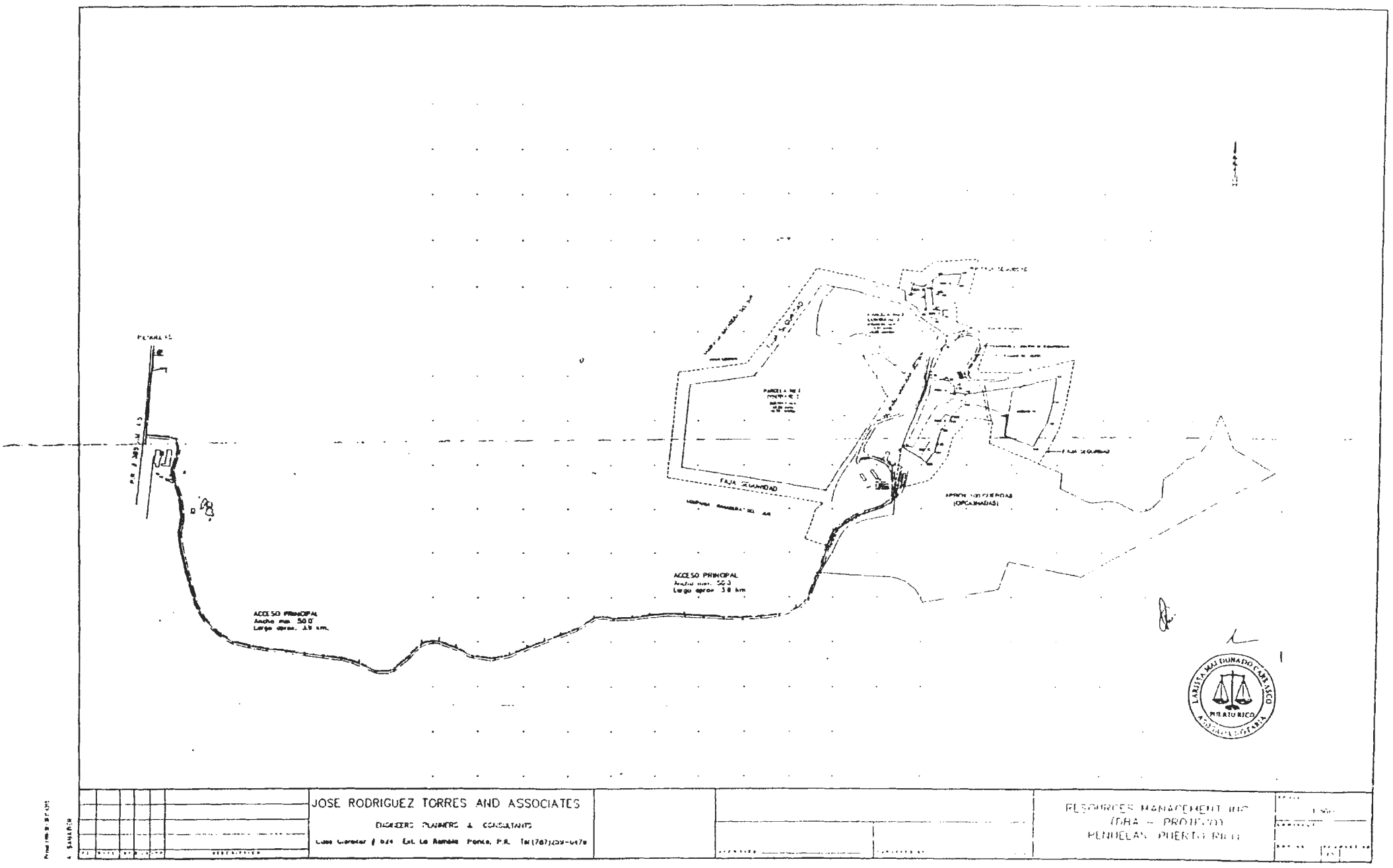
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<div>SEAL</div>	JOSE RODRIGUEZ TORRES AND ASSOCIATES	PROJECT NO.	DATE	SHEET NO.	TOTAL SHEETS
	ENGINEERS PLANNERS & CONSULTANTS Luisa Gonzalez & Asoc. Ent. La Rambla, Ponce, P.R. Tel (787) 224-4478				
APPROVED BY	DATE	APPROVED BY	DATE	RESOURCE MANAGEMENT INC. (DBA - PROHIBID) PUNDELAN, PUERTO RICO	

Exhibit A-2

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Page 1

**SURVEY OR METES AND BOUNDS DESCRIPTION
OF CAPPED LANDFILL AREAS**

**PROTECO WASTE MANAGEMENT FACILITIES
PEÑUELAS, PUERTO RICO**

SCHEDULE A: (INCLUDES WASTE UNITS NOS. 9, 10, 11, 12 and 16)

WASTE UNITS NOS. 9, 10, 11, 12, and 16 :

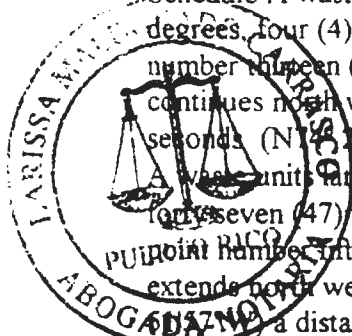
Parcel of land with an area of 2.9096 acres equal to 2.9996 cuerdas that includes Waste Unit no. 9 that was an oil lagoon used to collect waste oil and that contained approximately 447,700 gallons of water and approximately 300,000 gallons of sludge; the waste code designation for the waste materials include: D-001, but D-002, D-005, D-007, D-008, D-009, D-010, D-013, D-106, D-108, F-001, F-002, F-154, F-188, F-196, F-210, F-220, F-226, F-230, and F-239 may also be applicable. ; Waste Unit no. 10 that is an immobilization facility that contains approximately 950 cubic yards of waste material of unknown waste types; Waste Unit no. 11, located adjacent to Unit 10, is an immobilization area that contains approximately 5,800 cubic yards of waste material, consisting of the following waste codes designation: D-001, D-002, D-008, D-009, D-013, F-002, F-009, U-044, U-138, U-140, U-144, U-154, U-156, U-188, U-201, F-210, U-226 and U-239; Waste Unit no. 12 is a land treatment area that contains approximately 17,800 cubic yards of waste materials consisting of the following designations: D-002, D-013, and F-003; and Waste Unit no. 16 that is an immobilization area that contains approximately 29,700 cubic yards of waste materials with waste codes believed to be: D-001, D-002, D-007, D-008, D-009, D-013, F-001, F-002, F-003, F-005, F-006, F-007, F-018, K-050, K-051, K-052, P-030, P-098, U-002, U-019, U-044, U-151, U-154, U-159, U-188, U-196, U-210, U-220, U-223, and U-226, all waste units as described in the Closure Certification Document prepared for Resources Management, Inc. d/b/a PROTECO of the waste management facility located at Road P.R. - 385 Km. 4, Hm. 4, Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico.

The specific survey or metes and bounds description of the capped landfill hazardous waste units 9, 10, 11, 12, and 16 (Schedule A) parcel of land as recorded on the Survey Plan of the capped landfill hazardous waste units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License # 2692 is as follows: Starting at point one (1) in the north east upper right corner of the Schedule A waste units land plane limit, it extends north east thirty (30) degrees, fifty eight (58) minutes and fifty two (52) seconds (N30° 58' 52" E) a distance of 84.39 feet to point number two (2) in the Schedule A waste units land plane limit; from this point no.2 it continues south east

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seventy five (75) degrees thirty two (32) minutes and thirty five (35) seconds (S75° 32' 35" E) a distance of 113.40 feet to point number three (3) in the Schedule A waste units land plane limit; from this point no. 3 it continues south west thirty seven (37) degrees, thirty two (32) minutes and nine (9) seconds (S37° 32' 09"W) a distance of 56.71 feet to point number four (4) in the Schedule A waste units land plane limit ; from this point no. 4 it continues south west eighty one (81) degrees, thirty four (34) minutes and fifty one (51) seconds (S81° 34' 51"W) a distance of 76.35 feet to point no. five(5) in the Schedule A waste units land plane limit; from this point no. 5 , it continues north west seventy one (71) degrees , twenty five (25) minutes and thirty (30) seconds (N71° 25'30"W) a distance of 34.75 feet to point no. 6 in the Schedule A waste units land plane limit, from this point no.6 it extends north east thirty (30) degrees, four (4) minutes and zero (0) seconds. (N30° 04'00'E) a distance of 583.93 feet to point number seven(7) in the Schedule A waste units land plane limit; from this point no.7 it continues north west sixty eight (68) degrees. zero(00) minutes and twenty nine (29) seconds (N68° 00'29"W) a distance of 70.34 feet to point number eight (8) in the Schedule A waste units land plane limit; from this point no. 8 it continues south west twenty three (23) degrees, fifty six (56) minutes and forty four (44) seconds (S23° 56' 24"W) a distance of 651.72 feet to point number nine (9) in the Schedule A waste units plane limit; from this point no. 9 it continues south west one (1) degree , eight (8) minutes and forty nine (49) seconds (S01° 08'49"W) a distance of 43.94 feet to point number ten (10) in the Schedule A waste units land plane limit, from this point no.10 it continues north east thirteen (13) degrees, twelve (12) minutes and forty seven (47) seconds (N13° 12'47"E) a distance of 46.51 feet to point number eleven (11) in the Schedule A waste units land plane limit , from this point number eleven (11) it continues south west forty four (44) degrees, eleven (11) minutes and three (3) seconds (S44° 11'03"W) a distance of 50.71 feet to point twelve (12) in the Schedule A waste units land plane limit; from this point no.12 it continues south west eighty(80) degrees. four (4) minutes and thirty (30) seconds (S80° 04'30"W) a distance of 87.37 feet to point number thirteen (13) in the Schedule A waste units land plane limit; from this point no. 13 it continues north west seventy four (74) degrees, twenty nine (29) minutes and twenty three (23) seconds (N74° 29'23"W) a distance of 62.71 feet to point number fourteen (14) in the Schedule A waste units land plane limit; from this point no. 14 it continues north west fifty (50) degrees, forty seven (47) minutes and twenty (20) seconds (N50° 47'20"W) a distance of 86.65 feet to point number fifteen (15) in the Schedule A waste units land plane limit; from this point no. 15 it extends north west fifteen (15) degrees, fifty one (51) minutes and fifty seven (57) seconds (N15° 51'57"W) a distance of 47.07 feet to point number sixteen (16) in the Schedule A waste units land plane limit; from this point no. 16 it extends north east nine (9) degrees, fifty three (53) minutes and forty nine (49) seconds (N09° 53'49"E) a distance of 27.89 feet to point number seventeen (17) in the Schedule A waste units land plane limit ; from this point no. 17 it continues north west seventy eight (78) degrees fifty two (52) minutes and one (1) second (N78° 52'01"W) a distance of 123.31 feet to the starting point number one (1) closing the Schedule A waste units land plane polygon to have an enclosed area of 2.9096 acres equal to 2.9996 cuerdas.



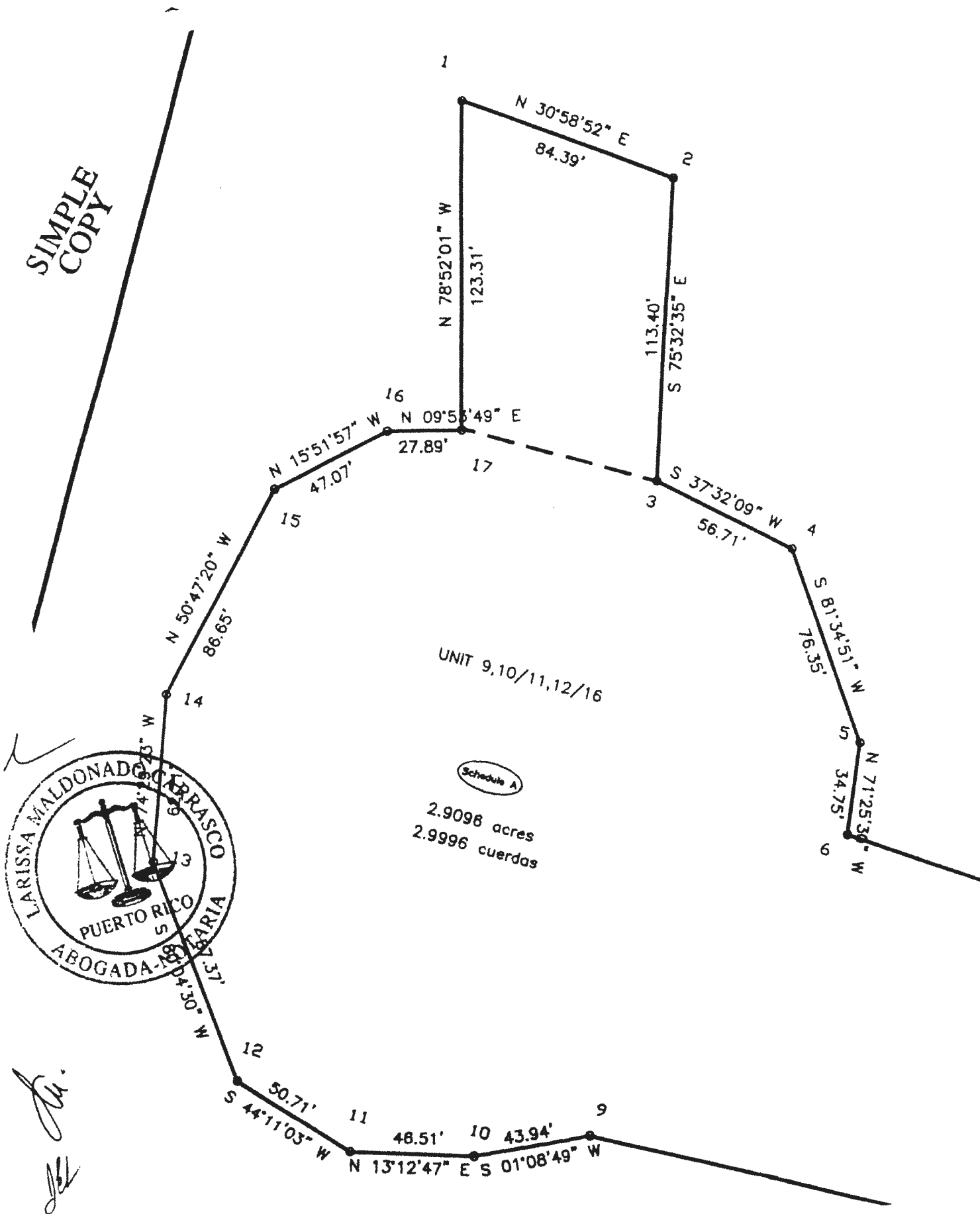
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Schedule A
(Units 9,10/11,12/16)

POINTS	COORDINATES		BEARING	DISTANCE
	NORTH	EAST		
1	66790.71	407483.23		
			N 30D58'52" E	84.39'
2	66718.36	407439.79		
			S 75D32'35" E	113.40'
3	66746.67	407329.98		
			S 37D32'09" W	56.71'
4	66701.70	407295.43		
			S 81D34'51" W	76.35'
5	66690.52	407219.90		
			N 71D25'30" W	34.75'
6	66701.00	407186.96		
			N 30D04'00" E	583.93'
7	66196.23	406894.40		
			N 68D00'29" W	70.34'
8	66222.57	406829.18		
			S 23D56'44" W	651.72'
9	66818.20	407093.69		
			S 01D08'49" W	43.94'
10	66862.12	407094.57		
			N 13D12'47" E	46.51'
11	66907.40	407105.20		
			S 44D11'03" W	50.71'
12	66943.76	407140.55		
			S 80D04'30" W	87.37'
13	66958.82	407226.61		
			N 74D29'23" W	62.71'
14	66972.05	407287.03		
			N 50D47'20" W	86.65'
15	66887.27	407354.17		
			N 15D51'57" W	47.07'
16	66842.00	407367.04		
			N 09D53'49" E	27.89'
17	66814.52	407362.24		
			N 78D52'01" W	123.31'
1	66790.71	407483.23		
2.9996 cuerdas				
2.9096 acres				



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22°
N 34°39'

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M 62,00.89 N
70.34'



651.72'
S 23°56'44" W

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SCHEDULE B: (INCLUDES WASTE UNIT NO. 13)

WASTE UNIT NO. 13

Parcel of land with an area of 0.3138 acres equal to 0.3235 cuerdas that was a rainwater collection lagoon for the site with constituents contained in the rainwater unknown and with a volume of water stored in the lagoon that varies during the year from zero up to approximately 80,000 gallons due to the high evaporation rate and high run-off volume for the site as described in the Closure Certification Document prepared for Resources Management, Inc. d/b/a PROTECO of the waste management facility located at Road P.R.-385, Km. 4 Hm. 4 Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico.

The specific survey or metes and bounds description of the waste unit no. 13 parcel as recorded on the survey plan of the capped landfill hazardous waste units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License no. 2692 is as follows: Starting at point one (1) in the north east upper right corner of the waste unit no. thirteen (13), Schedule B land plane limit, it extends south west twenty seven (27) degrees, forty five (45) minutes and twenty seven (27) seconds (S27°45'27"W) a distance of 47.62 feet to point number two (2) in the waste unit no. 13 land plane limit; from this point no. 2, it continues south west forty four (44) degrees, twenty nine (29) minutes and twenty six (26) seconds (S44° 29'26"W) a distance of 131.96 feet to point no. three (3) in the waste unit no. 13 land plane limit; from this point no. 3 it continues north west fifty eight (58) degrees, twenty five (25) minutes, forty nine (49) seconds (N58° 25'49"W) a distance of 69.72 feet to point number four (4) in the waste unit no. 13 land plane limit; from this point no. 4 it continues north east thirty seven (37) degrees, eight (8) minutes and twenty five (25) seconds (N37° 08'25"E) a distance of 168.73 feet to point no. five (5) in the waste unit no. 13 land plane limit; and from this point no. 5 it continues south east sixty four (64) degrees, eighteen (18) minutes and twenty (20) seconds (S 64° 18'20"E) a distance of 80.10 feet to the starting point no. 1 closing the Schedule B waste unit unit no. 13 land plane polygon to have an enclosed area of 0.3138 acres equal to 0.3235 cuerdas.



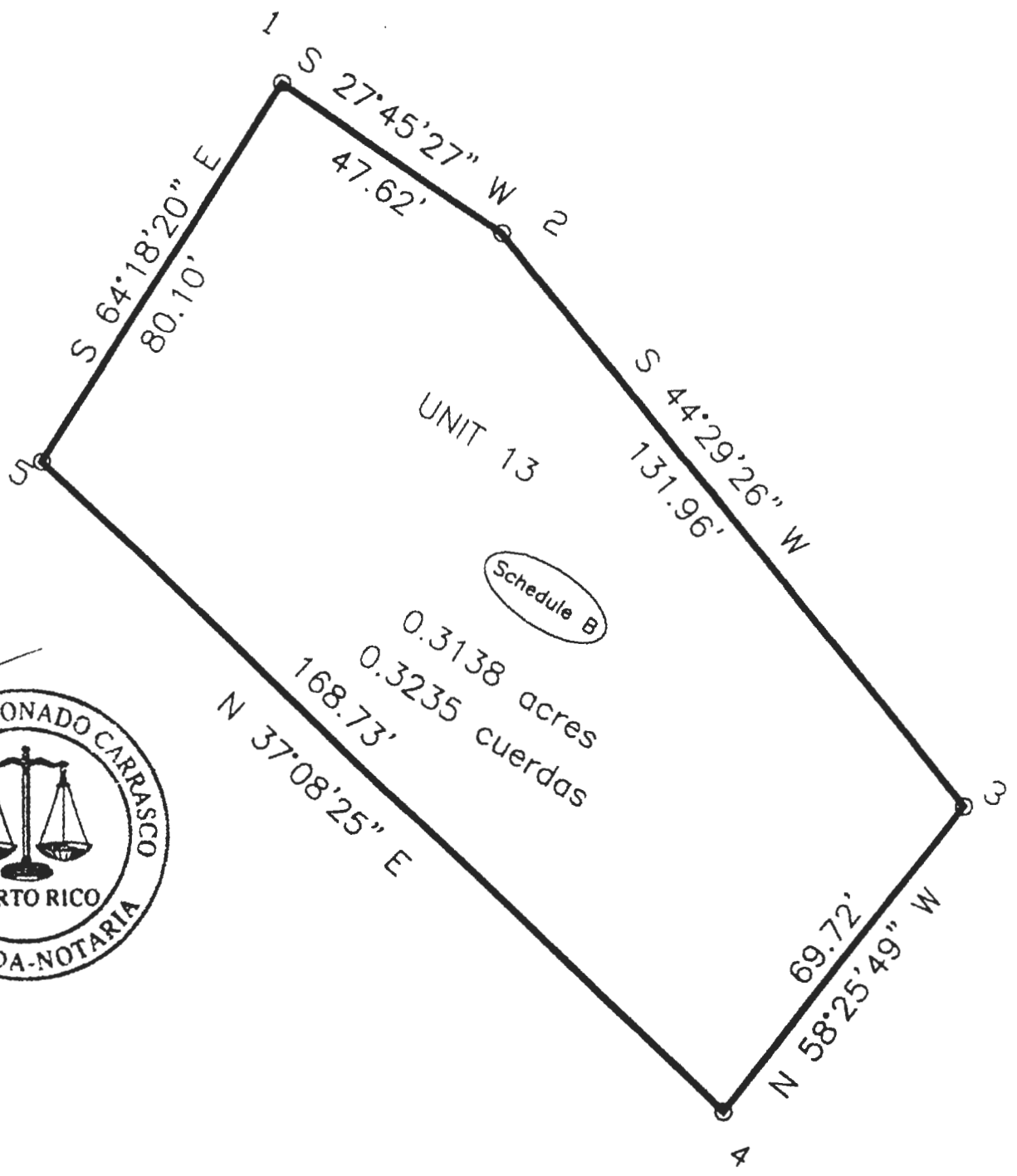
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Schedule B
(Unit 13)

POINTS	COORDINATES		BEARING	DISTANCE
	NORTH	EAST		
	66538.73	407332.61		
2	66496.59	407310.43	S 27d45'27" W	47.62'
3	66402.45	407217.95	S 44D29'26" W	131.96'
4	66438.95	407158.55	N 58D25'49" W	69.72'
			N 37D08'25" E	168.73'
5	66573.46	407260.66		
			S 64D18'20" E	80.10'
1	66538.73	407332.61		

0.3235 cuerdas
0.3138 acres

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SCHEDULE C: (INCLUDES WASTE UNIT NO. 17)

WASTE UNIT NO. 17

Parcel of land with an area of 0.5218 acres equal to 0.5380 cuerdas that is a neutralization impoundment that contains approximately 30,200 gallons of waste material with waste code designations of D-001, D-002 and D-003 as described in the Closure Certification Document prepared for Resources Management Inc. d/b/a PROTECO of the waste management facility located at Road P.R.-385, Km.4 Hm.4, Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico.

The specific survey or metes and bounds description of the waste unit number seventeen(17), Schedule C parcel as recorded on the survey plan of the capped landfill hazardous waste units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license 2696 is as follows: starting at point no. one (1) in the north east upper right corner of the waste unit no. 17 land plane limit, it extends south west fifteen (15) degrees, nineteen (19) minutes and nine (9) seconds (S15° 19'09"W) a distance of 89.80 feet to point number two (2) in the waste unit no.17 land plane limit; from this point no. 2 it continues south west thirty five (35) degrees, thirty (30) minutes and thirty four (34) seconds (S 35°30'34"W) a distance of 147.65 feet to point number three (3) in the waste unit no. 17 land plane limit; from this point no.3 it continues north west fifty one (51) degrees, twenty seven (27) and thirty six (36) seconds (N51° 27'36"W) a distance of 103.55 feet to point no. four (4) in the waste unit no.17 land plane limit; from this point no.4 it continues north east thirty four (34) degrees, thirty nine (39) minutes and forty seven (47) seconds (N34° 39'47" E) a distance of 225.35 feet to point number five (5) in the waste unit no.17 land plane limit; and from this point no.5 it continues south east fifty five (55) degrees, twenty (20) minutes and fifty seven (57) seconds (S55° 20'57"E) a distance of 75.75 feet to the starting point no.1 closing the waste unit no.17 land plane polygon to have an enclosed area of 0.5218 acres equal to 0.5380 cuerdas.

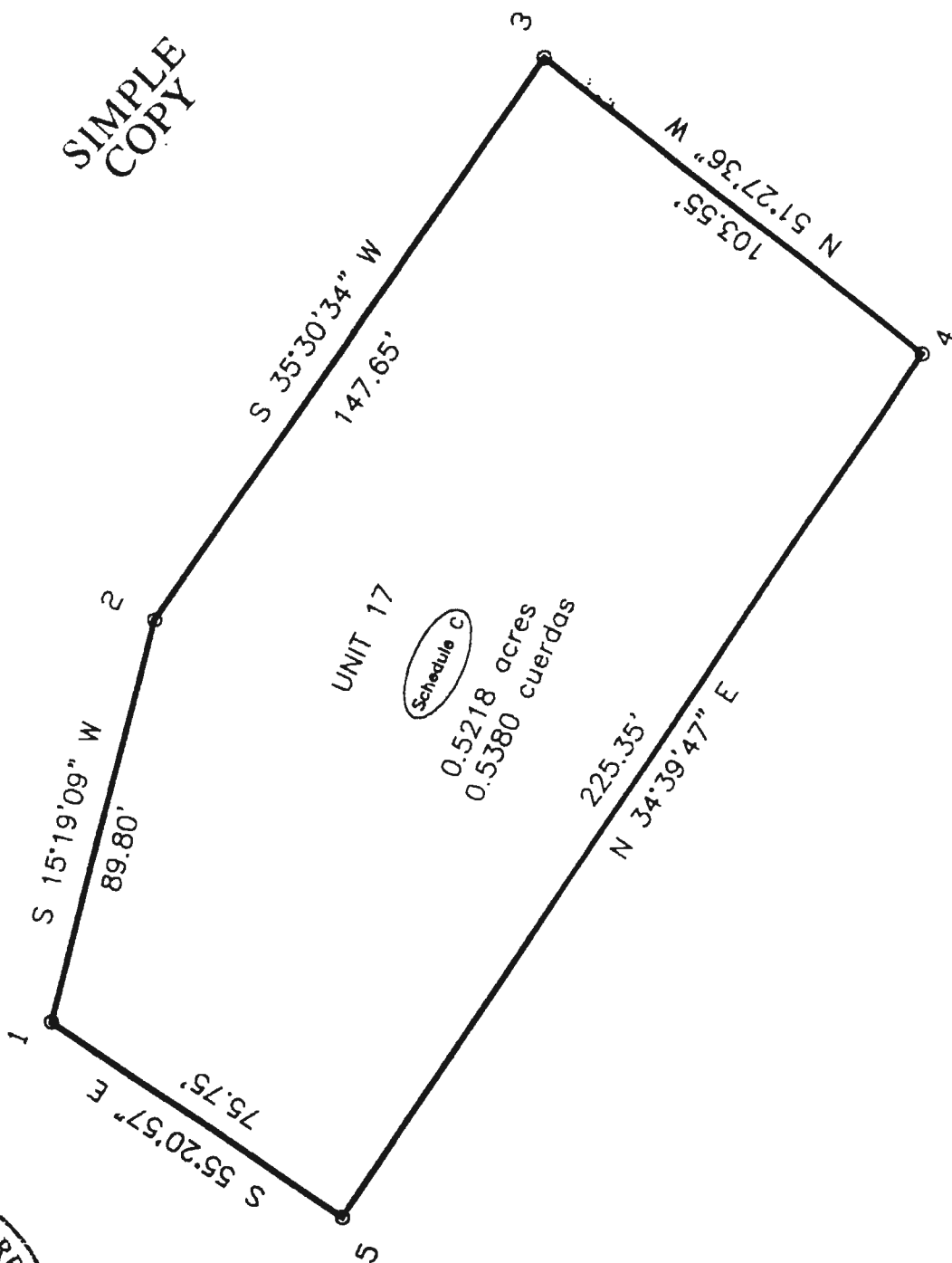


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Schedule C (Unit 17)				
POINTS	COORDINATES		BEARING	DISTANCE
	NORTH	EAST		
1	66231.45	407168.17		
			S 15D19'09" W	89.80'
2	66144.84	407142.70		
			S 35D30'34" W	147.65'
3	66024.65	407058.68		
			N 51D27'36" W	103.55'
4	66089.17	406977.69		
			N 34D39'47" E	225.35'
5	66274.50	407105.85		
			S 55D20'57" E	75.75'
1	66231.45	407168.17		
0.5380 cuerdas 0.5218 acres				



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SCHEDULE D: (INCLUDES WASTE UNIT NO. 1)

WASTE UNIT NO. 1

Parcel of land with an area of 0.3700 acres equal to 0.3814 cuerdas that contains approximately 5,800 drums (approximately 317,000 US gallons) of various waste materials with USEPA units code designations for the waste material to include: D-001, D-002, D-008, D-009, D-054, F-001, F-003, F-005, F-006, K-046, P-012, U-002, U-044, U-108, U-112, U-113, U-117, U-122, U-134, U-144, U-154, U-162, U-188, U-210, U-211, U220, U-225 and U-226 as described in the Closure Certification Document prepared for Resources Management Inc. d/b/a PROTECO of the waste management facility located at Road P.R.-385, Km.4Hm.4, Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico.

The specific survey or metes and bounds description of the unit no.1 (Schedule D) parcel as recorded on the survey plan of the capped landfill hazardous waste units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license 2692, is as follows: Starting at point one (1) in the south west lower left corner of the waste unit no.1 (Schedule D) land plane limit it extends north east twelve (12) degrees, thirty nine (39) minutes and nineteen (19) seconds (N12°39'19"E) a distance of 91.47 feet to point two (2) in the waste cell unit no.1 land plane limit; from this point no.2 it continues south east eighty two (82) degrees , forty (40) minutes and eight (8) seconds (S82°40'08"E) a distance of 135.10 feet to point three (3) in the waste cell unit no.1 land plane limit; from this point no.3 it continues south east one (1) degree , fifty five (55) minutes and one (1) second (S01°55'01"E) a distance of 111.21 to point no.four (4) in the waste cell unit no.1 land plane limit , and from this point no. 4 it continues north west seventy six (76) degrees, three (3) minutes and fifty nine (59) seconds (N76°03'59"W) a distance of 162.54 feet to the starting point no.1 closing the waste cell unit no. 1 (Schedule D) land plane to have an enclosed area of 0.3700 acres equal to 0.3814 cuerdas.

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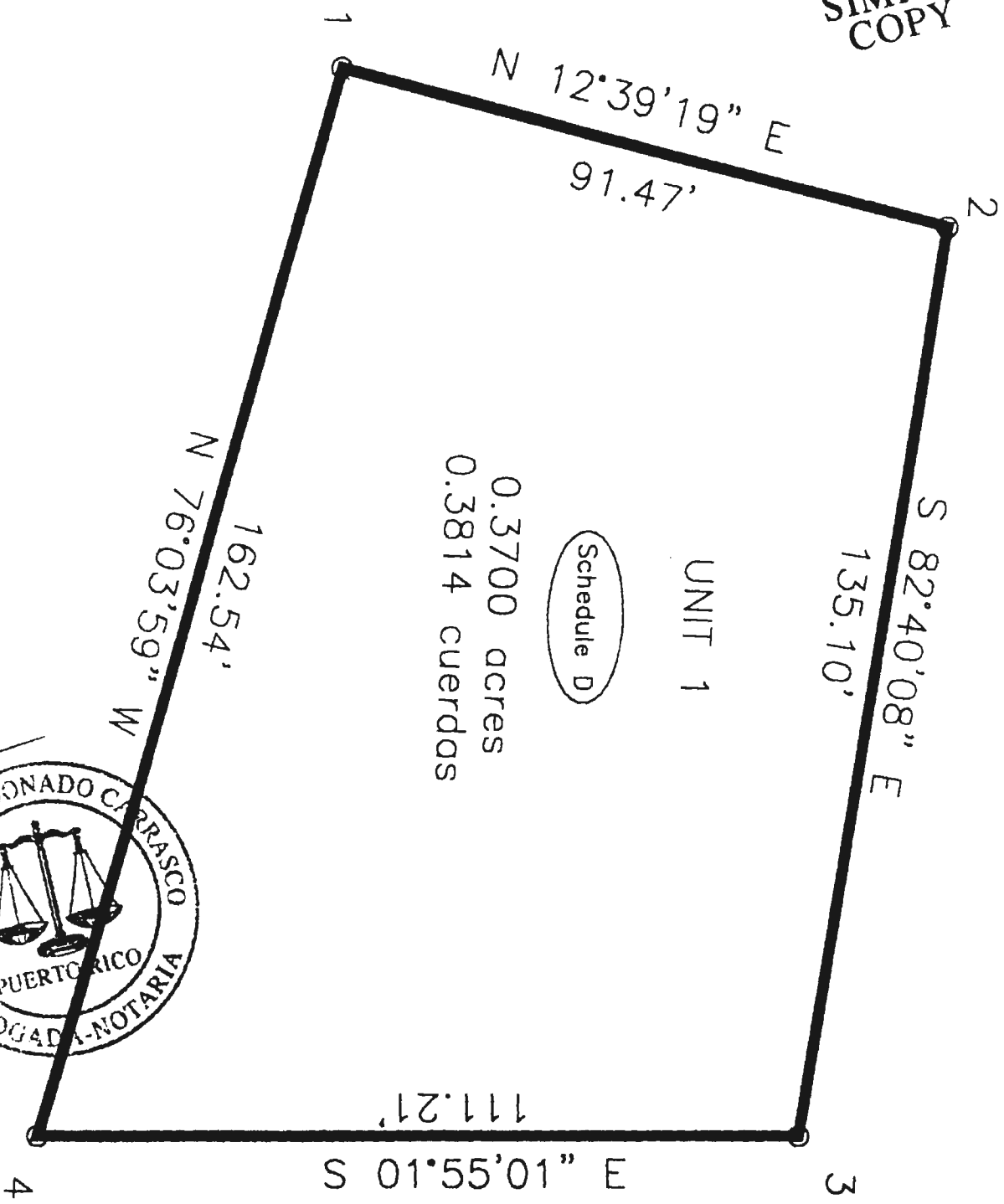


**Schedule D
(Unit 1)**

COORDINATES		BEARING	DISTANCE
NORTH	EAST		
67927.51	406878.06		
		N 12D39'19" E	91.47'
2 68016.76	406898.10		
		S 82D40'08" E	135.10'
3 67999.52	407032.10		
		S 01D55'01" E	111.21'
4 67888.37	407035.82		
		N 76D03'59" W	162.54'
1 67927.51	406878.06		

**0.3814 CUERDAS
0.3700 ACRES**

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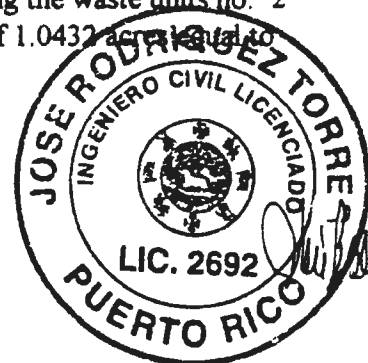
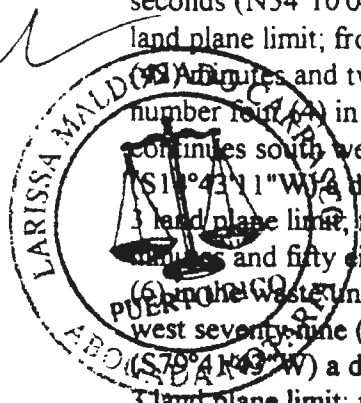
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SCHEDULE E (INCLUDES WASTE UNITS NUMBERS 2 AND 3)

WASTE UNITS NUMBERS 2 AND 3

Parcel of land with an area of 1.0432 acres equal to 1.075 cuerdas that include waste units and number two (2) that is a drum disposal area that contains approximately 450 drums (approximately 22,900 US gallons) of various waste materials with USEPA waste codes designation D-001, D-002, D-008, D-009, D-054, F-001, F-003, F-005, F-006, K-046, P-012, U-002, U-044, U-108, U-112, U-113, U-117, U-122, U-134, U-144, U-154, U-162, U-188, U-210, U-211, U-220, U-225, and U-226. The land area also includes waste unit number three (3) that is a drum disposal area that contains approximately 1,700 drums (approximately 96,600 gallons) of various waste materials with the same waste code designations as waste unit no.2 mentioned above, both waste units as described in the Closure Certification Document prepared for Resources Management Inc. d/b/a PROTECO of the waste management facility located at Road P.R. -385, Km.4Hm.4 Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico

The specific survey or metes and bounds description of the capped landfill hazardous waste units no. 2 and no. 3 (Schedule E) as recorded on the survey plan prepared by José Rodríguez Torres, Civil Engineer and Surveyor, License 2692, is as follows: starting at point number one (1) in the south west left corner of the waste units no. 2 and no. 3 (Schedule E) land plane limit it extends north east seven (7) degrees , fifty three (53) minutes and twenty (20) seconds (N07°53'20"E) a distance of 88.011 feet to point number two (2) in the waste units no.2 and no. 3 land plane limit; from this point no.2 it continues north east fifty four (54) degrees , ten (10) minutes and four (4) seconds (N54°10'04"E) a distance of 93.64 feet to point no. 3 in the waste units no.2 and no. 3 land plane limit; from this point no. 3 it continues north east eighty six (86) degrees, forty two (42) minutes and twenty eight (28) seconds (N86°42'28"E) a distance of 226.37 feet to point number four (4) in the waste units no. 2 and no. 3 land plane limit; from this point no. 4 it continues south west fourteen (14) degrees, forty three (43) minutes and eleven (11) seconds (S14°43'11"W) a distance of 122.00 feet to point number five (5) in the waste units no.2 and no. 3 land plane limit; from this point 5 it continues south west sixty one (61) degrees, forty six (46) minutes and fifty eight (58) seconds (S61°46'58"W) a distance of 186.12 feet to point number six (6) in the waste units no. 2 and no. 3 land plane limit; from this point no. 6 it continues south west seventy nine (79) degrees , forty one (41) minutes and forty three (43) seconds (S79°41'43"W) a distance of 22.36 feet to point number seven (7) in the waste units no. 2 and no. 3 land plane limit; from this point no. 7 it continues north west seventy eight (78) degrees , fifty nine (59) minutes and forty seven (47) seconds (N78°59'47"W) a distance of 36.67 feet to point number eight (8) in the waste units no.2 and no.3 land plane limit; and from this point 8 it continues north west fifty one (51) degrees, forty eight (48) minutes and five (5) seconds (N51°48'05"W) a distance of 77.62 feet to the starting point no.1 closing the waste units no. 2 and no. 3 (Schedule E) land plane polygon to have an enclosed area of 1.0432 acres equal to 1.0755 cuerdas.

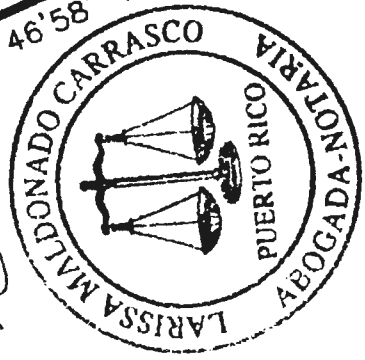
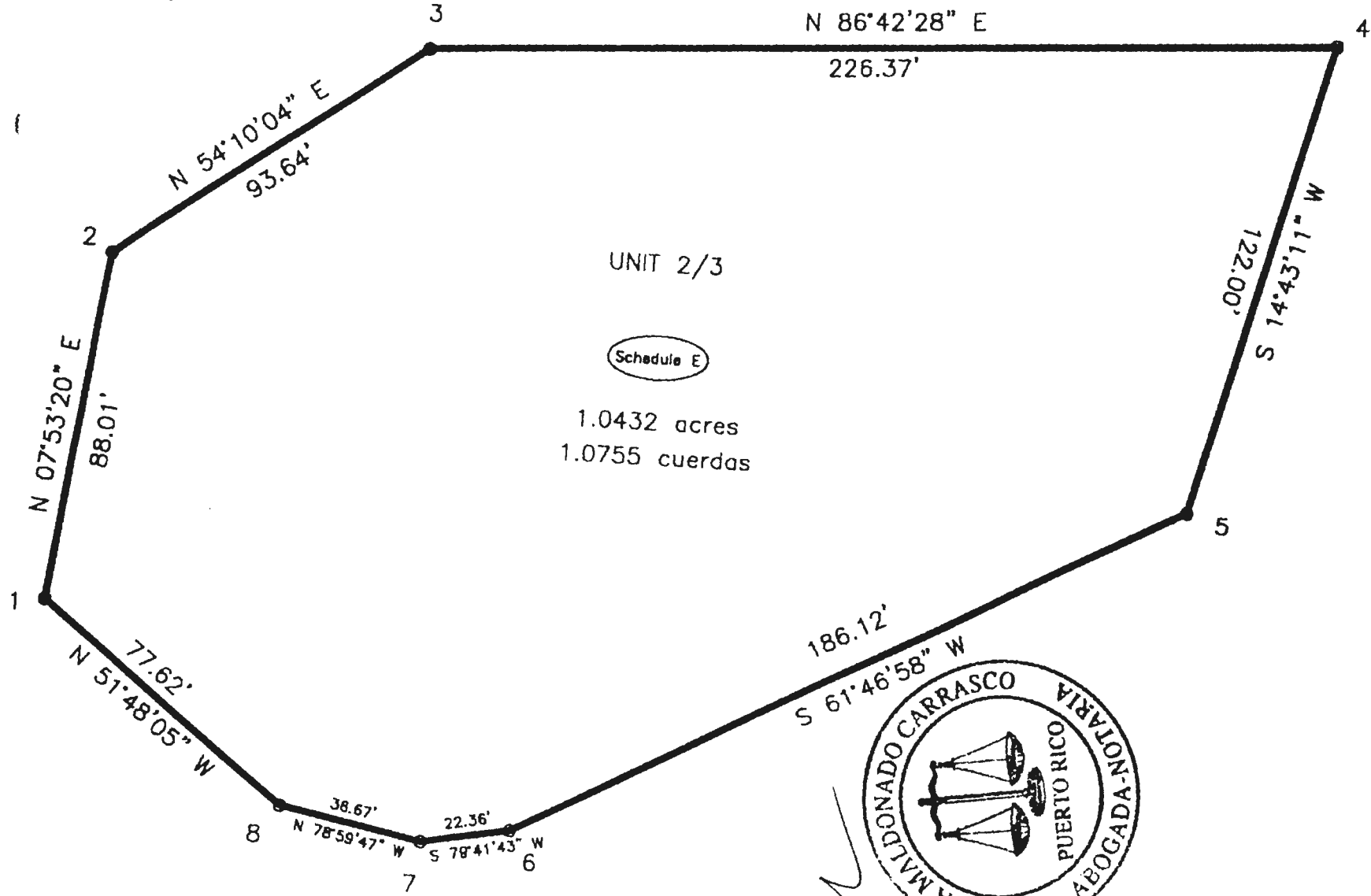


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Schedule E
(Units 2/3)

POINTS	COORDINATES		BEARING	DISTANCE
	NORTH	EAST		
1	67983.00	407112.00		
			N 07D53'20" E	88.01'
2	68070.18	407124.08		
			N 54D10'04" E	93.64'
3	68125.00	407200.00		
			N 86D42'28" E	226.37'
4	68138.00	407426.00		
			S 14D43'11" W	122.00'
5	68020.00	407395.00		
			S 61D46'58" W	186.12'
6	67932.00	407231.00		
			S 79D41'43" W	22.36'
7	67928.00	407209.00		
			N 78D59'47" W	36.67'
8	67935.00	407173.00		
			N 51D48'05" W	77.62'
1	67983.00	407112.00		
1.0755 cuerdas				
1.0432 acres				

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SCHEDULE F (INCLUDES WASTE UNIT NUMBER 5)

WASTE UNIT NO. 5

Parcel of land with an area of 0.3722 acres equal to 0.3838 cuerdas that is a drum disposal area that contains an unknown quantity of drums of unknown waste types as described in the Closure Certification Document prepared for Resources Management Inc. d/b/a PROTECO of the waste management facility located at Road P.R. - 385 Km.4Hm.4, Encarnación and Tallaboa Saliente wards in Peñuelas, Puerto Rico.

The specific survey or metes and bounds description of the waste unit no. 5 parcel as recorded on the survey plan of the capped landfill hazardous waste units prepared by José Rodríguez Torres, Civil Engineer and Surveyor, license 2692, is as follows: starting at point one (1) in the north west upper left corner of the waste unit no. 5 (Schedule F) land plan limit it extends south east eighty seven (87) degrees, seven (7) minutes and forty three (43) seconds (S87°07'43"E) a distance of 174.84 feet to point number two (2) in the waste unit no.5 land plane limit; from this point no.2 it continues south east zero (0) degrees, fifty one (51) minutes and eleven (11) seconds (S00°51'11"E) a distance of 54.93 feet to point number three (3) in the waste unit no.5 land plane limit; from this point no. 3 it continues south west fifty four (54) degrees, thirty seven (37) minutes and forty six (46) seconds (S54°37'46"W) a distance of 86.55 feet to point number four (4) in the waste unit no.5 land plane limit; from this point no.4 it continues north west sixty six (66) degrees, thirty nine (39) minutes and twenty two(22) seconds (N66°39'22"W) a distance of 151.96 feet to point number five (5) in the waste unit no. 5 land plane limit, and from this point no. 5 it continues north east thirty two (32) degrees, fifty three (53) minutes and fifty seven (57) seconds (N32°53'57"E) a distance of 63.81 feet to the starting point no. 1 closing the waste unit no.5 (Schedule F) land plane polygon to have an enclosed area of 0.3722 acres equal to 0.3838 cuerdas.

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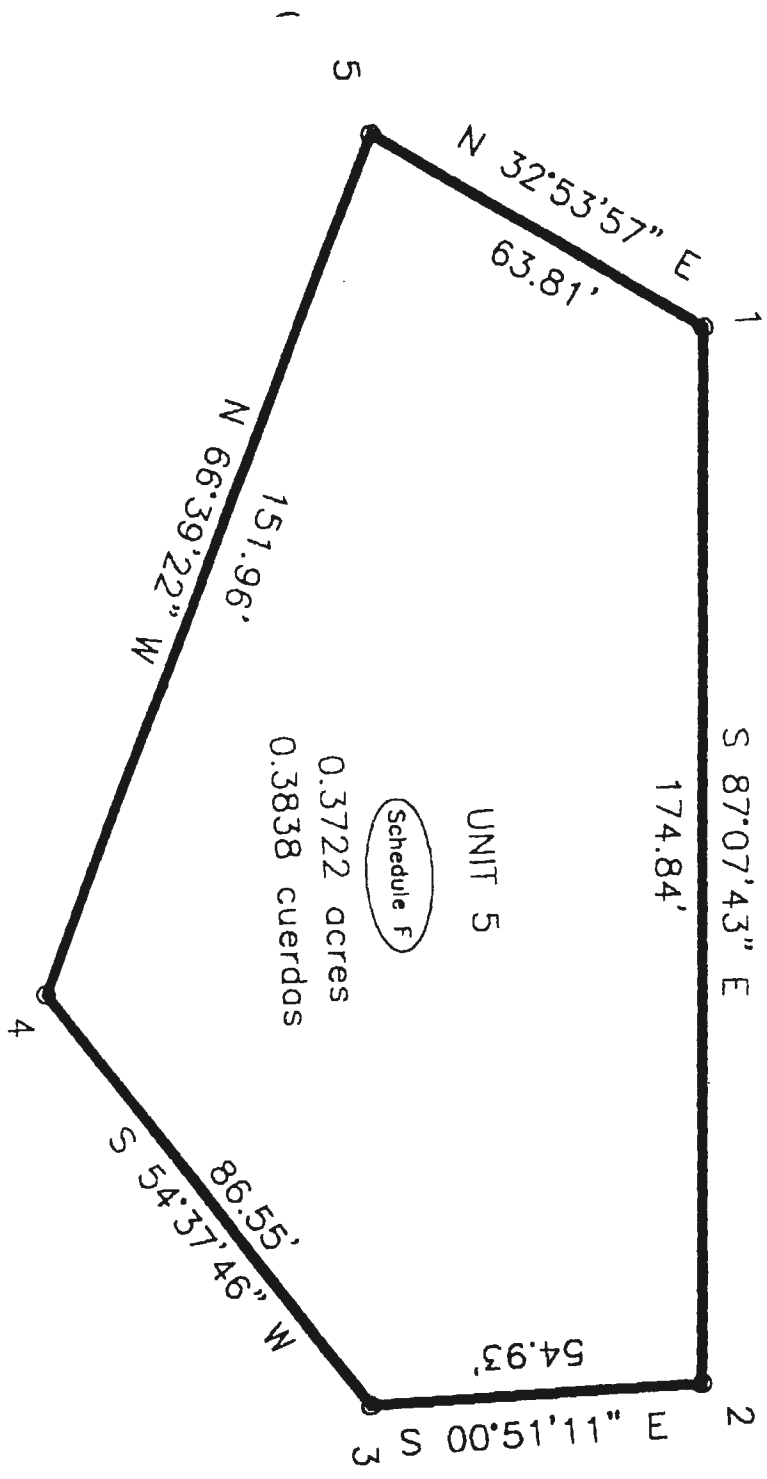
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Schedule F (Unit 5)				
POINTS	COORDINATES		BEARING	DISTANCE
	NORTH	EAST		
1	67745.78	407058.14		
			S 87D07'43" E	174.84'
2	67737.02	407232.76		
			S 00D51'11" E	54.93'
3	67682.09	407233.58		
			S 54D37'46" W	86.55'
4	67631.99	407163.00		
			N 66D39'22" W	151.96'
5	67692.20	407023.48		
			N 32D53'57" E	63.81'
1	67745.78	407058.14		
0.3838 cuerdas 0.3722 acres				



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Exhibit 2

The foregoing simple copy is an exact duplicate of the original in the protocol of the undersigned Notary Public.

Notary Public



-----DEED NUMBER FORTY (40) -----

----- SEGREGATION, TRANSFER OF REAL PROPERTY, -----

----- CONSTITUTION OF ACCESS EASEMENT, -----

-----AMENDMENT AND RESTATEMENT OF LEASE -----

-----AGREEMENT, AND CONSTITUTION OF USE RIGHT -----

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-seventh (27th) day of April, nineteen hundred ninety-nine (1999). ---

-----BEFORE ME -----

---BRUNILDA R. SANTIAGO ACEVEDO, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in the Municipality of Guaynabo, Puerto Rico and offices located on the sixteenth (16th) floor of the Banco Popular Center Building, two hundred nine (209) Muñoz Rivera Avenue, in the Hato Rey Ward of the Municipality of San Juan, Puerto Rico. -----

-----APPEAR -----

---AS PARTY OF THE FIRST PART: ENVIRONMENT PRESERVATION ASSOCIATES CORPORATION (Employer Identification Number 66-0553767) a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as "EPAC"), represented herein by its President, Jorge Lucas Pérez Valdivieso Torruella (Social Security Number 581-46-1422) of legal age, single, attorney and resident of Ponce, Puerto Rico, whose authority to appear in this Deed of Segregation, Transfer of Real Property, Constitution of Access Easement, Amendment and Restatement of Lease Agreement and Constitution of Use Right (this "Deed") on behalf of EPAC, is set forth in a Certificate of Corporate Resolution the original of which shall be attached to the first certified copy of this Deed. -----

---AS PARTY OF THE SECOND PART: JORGE LUCAS PEREZ VALDIVIESO TORRUELLA (Social Security Number 581-46-1422) of legal age, single, attorney and resident of Ponce, Puerto Rico; LUCAS PEREZ VALDIVIESO TORRUELLA (Social Security Number 578-48-7944) and YESMIN GALIB FRAU, also known as Yesmin Galib

(Social Security Number 673-03-9100), both of legal age, married to each other, property owners and residents of Ponce, Puerto Rico. The Party of the second part is hereinafter collectively referred to as the "Transferors". ----

--AS PARTY OF THE THIRD PART: RESOURCES MANAGEMENT, INC. (Employer Identification Number 66-0326118) a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico doing business under the name Protección Técnica Ecológica Corp. (hereinafter referred to as "PROTECO"), represented herein by Ivelisse Estrada Rivera (Social Security Number 581-51-6289) of legal age, single, executive and resident of San Juan, Puerto Rico, whose authority to appear in this Deed on behalf of PROTECO, is set forth in a Certificate of Corporate Resolution the original of which shall be attached to the first certified copy of this Deed. -----

---I, the Notary, do hereby certify that I personally know the appearing parties and by their statements I further certify as to their personal circumstances. The appearing parties assure me that they have, and in my judgment they do have, the legal capacity necessary for this act, whereupon of their own free will and accord they -----

-----STATE -----

---FIRST: The Transferors represent and warrant that they are the sole owners in fee simple ("pleno dominio") of a parcel of land located in the municipality of Peñuelas, Puerto Rico, which is described in Spanish as follows (hereinafter the "**Property**"): -----

---"**RUSTICA**: Predio de terreno situado en los Barrios Tallaboa Poniente, Tallaboa Saliente y Cuevas del término municipal de Peñuelas, Puerto Rico con una cabida superficial de mil doscientos dieciocho punto siete cero ocho uno (1,218.7081) cuerdas equivalentes a cuatro millones setecientos ochenta y nueve mil novecientos noventa y ocho punto uno dos (4,789,998.12) metros cuadrados equivalentes a cuatrocientos setenta y ocho (478) hectáreas, noventa y nueve (99) áreas, noventa y ocho (98) centiáreas y doce (12) miliáreas. En lindes por el Norte, con el Río Tallaboa, la Carretera Estatal número ciento treinta y dos (132) que conduce de Peñuelas a Ponce y en diferentes alineaciones con Rafael Vélez Mercado, Fructuoso Díaz, Natalia Matos, Pedro Vélez Mercado, Rafael Vélez Mercado, Demesio Arroyo y Norberto Echevarría; por el Sur, con la Compañía Ganadera del Sur y otros terrenos de los Hermanos Lucas y Jorge Pérez y Valdivieso Torruella; por el Este con los Hermanos Ruiz, terrenos

del doctor Luis Salas y la Compañía Ganadera del Sur, y por el Oeste con el Río Tallaboa y un predio, de Julio Ruiz Cejo. Dentro de la finca ubica una comunidad conocida por el sector Seboruco, cuyos colindantes con la finca son la Sucesión Porcel, Sucesión Rodríguez, Luis Díaz, terrenos que fueron de Carlos Aguayo, Genero Román, Clarton Investment S.E., Benjamín Pérez, Bury Brothers, Guayanilla Heaving Equipment, Tallaboa Heaving Equipment, Franticelly Trucking Company, Inc. y Luis Enrique Arroyo. Esta finca es atravesada en dirección de Norte a Sur por la Carretera Estatal trescientos ochenta y cinco (385)."

---The Property is recorded in the Registry of the Property, Second Section of Ponce (the "Registry") in the Mobile Folio System ("Folio Móvil") under property number two thousand one hundred ten (2,110) of Peñuelas, twenty-first (21st) inscription.

---Jorge Lucas Pérez Valdivieso Torruella is the owner of a fifty percent (50%) interest in the Property, and Lucas Pérez Valdivieso Torruella together with Yesmín Galib Frau, are the owners of the other fifty percent (50%) interest in the Property pursuant to Deed Number Sixty-Three (63) of Division of Community Property executed in San Juan, Puerto Rico on December twenty-three (23), nineteen hundred eighty-five (1985) before Notary Public Juan Méndez Solís, as rectified by Deed Number Fifty-Six (56) executed in San Juan, Puerto Rico on June six (6), nineteen hundred eighty-six (1986) and by Deed Number Four (4) executed in Ponce, Puerto Rico on January twenty-three (23), nineteen hundred eighty-seven (1987), both executed before Notary Public Juan Méndez Solís. Said deeds are recorded at the Registry on page ninety-seven (97), volume one hundred forty-three (143) of Peñuelas, property number two thousand one hundred ten (2,110), seventeenth inscription.

---SECOND: According to a title report prepared by Hato Rey Title Insurance Agency, Inc. dated April twenty-seven (27) nineteen hundred ninety-nine (1999), the Property is subject to the following liens and encumbrances:

---(a) By its origin:

---(i) Easement of right-of-way in favor of a property owned by Luis Diaz Velázquez.

----- (ii) Easement in favor of the Commonwealth of Puerto Rico. -----

----- (b) By itself: -----

----- (i) Easement of right-of-way and water rights, pursuant to a resolution dated July thirteen (13), nineteen hundred fifty-four (1954), case number E dash five four dash three six zero (E-54-360) and issued by the Superior Court of Puerto Rico, which is recorded in the Registry at page one hundred sixty-nine (169) of volume fifty-five (55) of Peñuelas, property number two thousand one hundred ten (2,110), fourth (4th) inscription. -----

----- (ii) Easement in favor of the Puerto Rico Electric Power Authority ("PREPA"), pursuant to a certification dated June fifteen (15), nineteen hundred eighty-nine (1989) and recorded at page one hundred one (101) of volume one hundred forty-three (143) of Peñuelas, property number two thousand one hundred ten (2,110), nineteenth (19th) inscription. -----

----- **SEGREGATION** -----

---THIRD: The Ponce Regional office of the Permits and Regulations Administration ("ARPE") authorized the segregation of Parcel A (as hereinafter defined) and Parcel B (as hereinafter defined) from the Property pursuant to a resolution issued by ARPE on November four (4) nineteen hundred ninety-eight (1998) in Case Number Ninety-Eight dash Sixty-two dash D dash Seven Hundred Seventy-two dash PPLS (98-62-D-772-PPLS), as amended by a resolution issued by ARPE on January twenty-one (21), nineteen hundred ninety-nine (1999) (collectively, the "ARPE Resolution"). A certified copy of the ARPE Resolution and the segregation plan approved by ARPE showing the boundaries of the Property and of the two (2) parcels to be segregated from the Property will be presented in the Registry with the first certified copy of this Deed. A copy of page two (2) of the ARPE segregation plan is attached hereto and hereinafter referred to as the "Segregation Plan". -----

---FOURTH: Pursuant to the ARPE Resolution, the Transferors hereby segregate two (2) parcels from the Property for the purpose of transferring

them to EPAC as an additional capital contribution to said corporation. The Transferors hereby segregate the following two (2) parcels, in order for each to form a separate and independent property: -----

----- **PARCEL A** -----

----Parcel of land described in Spanish as follows (hereinafter "**Parcel A**"):

---- "**RUSTICA**: Predio de terreno identificado como Parcela A en el plano de inscripción, situado en el Barrio Tallaboa Saliente del término municipal de Peñuelas, Puerto Rico, con una cabida de ochenta y cinco punto cuatro cuatro cero cero (85.4400) cuerdas, equivalentes a trescientos treinta y cinco mil ochocientos doce punto cinco uno tres uno (335,812.5131) metros cuadrados. En lindes, por el Norte en mil cuatrocientos sesenta y nueve punto tres uno (1,469.31) metros cuadrados con la franja de seguridad identificada como "Parcela B" en el plano de inscripción; por el Sur, en mil seiscientos treinta y uno punto tres siete (1,631.37) metros cuadrados con la Parcela B; por el Este, en dos mil ochocientos ochenta y seis punto cuatro dos (2,886.42) metros cuadrados con la Parcela B; y por el Oeste, en dos mil novecientos treinta y dos punto dos tres (2,932.23) metros cuadrados con la Parcela B." -----

----- **PARCEL B** -----

----Parcel of land described in Spanish as follows (hereinafter "**Parcel B**"):

---- "**RUSTICA**: Predio de terreno en forma de polígono identificado como la Parcela B en el plano de inscripción y localizado en el Barrio Tallaboa Saliente del término municipal de Peñuelas, Puerto Rico con una cabida superficial de cincuenta y ocho punto cuatro cuatro cero cero (58.44000) cuerdas equivalentes a doscientos veintinueve mil seiscientos noventa y uno punto nueve ocho cinco ocho (229,691.9858) metros cuadrados. Sus colindancias externas son, por el Norte, en mil setecientos once punto cero uno (1,711.01) metros cuadrados con la finca remanente; por el Sur, en dos mil quinientos cincuenta y cinco punto noventa y cinco punto nueve cinco (2,555.95) metros cuadrados con la finca remanente; por el Este, en dos mil novecientos veinticinco punto cero siete (2,925.07) metros cuadrados con la finca remanente; y por el Oeste, en tres mil doscientos ochenta y uno punto cuatro cuatro (3,281.44) metros cuadrados con la finca remanente. La Parcela B circunda o rodea el predio de terreno identificado como Parcela A en el plano de inscripción. -----

---FIFTH: The Transferors request of the Registrar of Property to record Parcel A and Parcel B as two separate and independent properties in the Registry. -----

----- **REMNANT** -----

---SIXTH: After the segregations of Parcel A and of Parcel B, the remnant of the Property is described as follows (hereinafter the "**Remnant**"): -----

---- "**RUSTICA**: Predio de terreno situado en los Barrios Tallaboa Poniente, Tallaboa Saliente y Cuevas del término municipal de Peñuelas, Puerto Rico con una cabida superficial de mil setenta y cuatro punto ocho dos ocho uno (1,074.8281) cuerdas equivalentes a cuatro millones doscientos veinticuatro

mil cuatrocientos noventa y tres punto seis dos uno (4,224,493.6211) metros cuadrados en lindes por el Norte, con el Río Tallaboa, la Carretera Estatal número ciento treinta y dos (132) que conduce de Peñuelas a Ponce y en diferentes alineaciones con Rafael Vélez Mercado, Fructuoso Díaz, Natalia Matos, Pedro Vélez Mercado, Rafael Vélez Mercado, Demesio Arroyo y Norberto Echevarría; por el Sur, con la Compañía Ganadera del Sur y otros terrenos de los Hermanos Lucas y Jorge Pérez y Valdivieso Torruella; por el Este con los Hermanos Ruiz, terrenos del doctor Luis Salas y la Compañía Ganadera del Sur, y por el Oeste con el Río Tallaboa y un predio de Julio Ruiz Ceijo. Dentro de la finca ubica una comunidad conocida por el sector Seboruco, cuyos colindantes con la finca son la Sucesión Porcell, Sucesión Rodríguez, Luis Díaz, terrenos que fueron de Carlos Arroyo, Genero Román, Clarton Investment S.E., Benjamín Pérez, Bury Brothers, Guayanilla Heaving Equipment, Tallaboa Heaving Equipment, Franticelli Trucking Company Inc. y Luis Enrique Arroyo. Esta finca es atravesada en dirección de Norte a Sur por la Carretera Estatal, trescientos ochenta y cinco (385)."

---SEVENTH: Both Parcel A and Parcel B are subject by their origin to the easement referred to above in subparagraph (b)(ii) of the SECOND paragraph of this Deed in favor of the PREPA. The Segregation Plan reflects the easement and describes it in further detail.

-----TRANSFER OF REAL PROPERTY-----

---EIGHTH: The Transferors and EPAC state that they have agreed on the transfer of Parcel A and Parcel B to EPAC in accordance with the following

-----TERMS AND CONDITIONS-----

---One. Pursuant to an agreement between the Transferors and EPAC the Transferors assign and transfer Parcel A and Parcel B to EPAC as an additional capital contribution to the corporation. EPAC expressly assumes all liens, encumbrances, debts and any other liabilities relating to Parcel A and Parcel B. EPAC accepts the transfer of Parcel A and Parcel B pursuant to the terms and conditions set forth herein.

---Two. Parcel A and Parcel B are transferred as an additional capital contribution to EPAC at a value of TWELVE THOUSAND DOLLARS (\$12,000) for Parcel A and EIGHT THOUSAND DOLLARS (\$8,000) for Parcel B with the purpose of EPAC becoming owner in fee simple ("pleno dominio") of such parcels, together with all of their rights, title and interests, and all improvements, easements, servitudes and appurtenances thereto without any limitation whatsoever.

---Three: This Deed shall entitle EPAC to enter into possession of Parcel A and Parcel B without any additional formality or request. -----

---NINTH: Transferors hereby recognize and accept their respective obligations under certain lease agreement dated January one (1), nineteen hundred ninety-seven (1997), as ratified and amended on June three (3), nineteen hundred ninety-seven (1997) (the "**Ground Lease**"). Pursuant to the terms of the Ground Lease, Transferors shall provide access for any and all utility services through any existing right-of-way. In addition, Transferors shall provide access to Parcel A and Parcel B through the existing access road as described in the Segregation Plan (hereinafter defined) and shall allow any lessee of Parcel A to construct on any adjoining real property owned by any of the Transferors, surface water management drainage channels outside the boundaries of Parcel A and Parcel B, as may be necessary on account of the topography and in order to optimize the utilization of Parcel A as a Disposal Facility (as hereinafter defined) in compliance with applicable regulations; provided, however, that any such work shall not leave any portion of the properties involved without reasonable access to such properties. -----

-----**CONSTITUTION OF ACCESS EASEMENT**-----

---TENTH: Transferors and EPAC have agreed on the constitution of an access easement on the Remnant in favor of Parcel A and Parcel B as further described herein (the "**Access Easement**"). The object of the Access Easement is to provide the lessee of Parcel A with the necessary legal right-of-way access to the public road that will facilitate the construction and operation of an industrial non-hazardous solid waste landfill, waste storage, treatment, processing and disposal facility (such uses collectively referred to as a "**Disposal Facility**") on Parcel A and for all related uses.----

---Access Easement. It is the intent of the parties hereto to constitute a right-of-way easement over and affecting the Remnant, as servient tenement, upon and in favor of Parcel A and Parcel B, as dominant

tenements, for the purpose of providing vehicular access to Parcel A and Parcel B from public road PR-385. -----

---The Access Easement is constituted in accordance with the following terms and conditions: -----

---One: Transferors hereby constitute a real easement ("servidumbre predial") over and across a portion of the Remnant in favor of Parcel A and Parcel B for access from the public road to Parcel A and Parcel B. Under the Access Easement, EPAC or the subsequent owners of Parcel A and Parcel B from time to time, and the agents, employees, guests, designees, invitees, licensees and lessees of such owners (collectively, the "Grantees"), shall have a right-of-way over portions of the Remnant for ingress and egress to Parcel A and Parcel B by way of an existing road identified on the Segregation Plan as the "Main Access" ("Acceso Principal") subject to the terms and conditions set forth in this Deed. The portions of the Remnant encumbered by the Access Easement are described in Spanish as follows: -----

---"RUSTICA: Servidumbre sobre una franja de terreno discurriendo por la finca número dos mil ciento diez (2,110) de Peñuelas propiedad de Jorge Lucas Pérez Valdivieso Torruella, Lucas Pérez Valdivieso Torruella y Yesmín Galib y situado en los barrios Tallaboa Poniente, Tallaboa Saliente y Cuevas del término municipal de Peñuelas, Puerto Rico. Esta servidumbre tiene un ancho promedio de cincuenta (50) metros lineales y un largo aproximado de tres mil trescientos cuarenta punto treinta y tres (3,340.33) metros lineales para una cabida de ciento sesenta y siete mil dieciseis punto cinco (167,016.5) metros cuadrados. Los puntos de alineación de esta servidumbre corren desde el punto número dieciocho (18) con Coordenadas Lambert Norte sesenta y seis mil trescientos cuarenta y uno punto cinco cero (66,341.50) metros, Este trescientos noventa y ocho mil doscientos noventa punto tres ocho (398,290.38) metros, hacia el punto diecinueve (19), Sur ochenta y cuatro (84) grados, veinticinco (25) minutos, diecinueve (19) segundos Este, en doscientos sesenta y uno punto dos ocho (261.28) metros lineales, Coordenadas Lambert Norte sesenta y seis mil trescientos dieciséis punto cuatro dos (66,316.42) metros, Este trescientos noventa y ocho mil quinientos cuarenta y nueve punto cuatro siete (398,549.47) metros Este, hacia el punto veinte (20), Sur setenta (70) grados, cincuenta y nueve (59) minutos, quince (15) segundos Este en ochenta y cuatro punto setenta y cinco (84.75) metros lineales, Coordenadas Lambert Norte sesenta y seis mil doscientos ochenta y nueve punto treinta y nueve (66,289.39) metros, Este trescientos noventa y ocho mil seiscientos treinta punto diez (398,630.10) metros, hacia el punto veintiuno (21), Sur veinticinco (25) grados, cuarenta y nueve (49) minutos, cuarenta y cinco (45) segundos Este, en sesenta y tres punto setenta y cinco (63.75) metros lineales, Coordenadas Lambert Norte sesenta y seis mil doscientos treinta y tres punto cero dos (66,233.02) metros, Este trescientos noventa y ocho mil

seiscientos cincuenta y siete punto ochenta y siete (398,657.87) metros. Este, hacia el punto veintidós (22), Sur cero (0) grados, treinta (30) minutos, treinta y seis (36) segundos Este en cuarenta y seis punto ochenta y uno (46.81) metros lineales, Coordenadas Lambert Norte sesenta y seis mil ciento ochenta y seis punto veintiuno (66,186.21) metros, Este trescientos noventa y ocho mil seiscientos cincuenta y ocho punto veintinueve (398,658.29) metros, hacia el punto veintitrés (23), Sur quince (15) grados, cincuenta y un (51) minutos, veinticinco (25) segundos Oeste, en ciento veinte punto veintidós (120.22) metros lineales, Coordenadas Lambert Norte sesenta y seis mil setenta y uno punto cincuenta y tres (66,071.53) metros, Este trescientos noventa y ocho mil seiscientos veinticinco punto setenta y seis (398,625.76) metros Este, hacia el punto veinticuatro (24), Sur dieciocho (18) grados, cuarenta (40) minutos, siete (7) segundos Oeste en ciento treinta y ocho punto veintinueve (138.29) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil novecientos cuarenta punto cincuenta y uno (65,940.51) metros, Este trescientos noventa y ocho mil quinientos ochenta y uno punto cuarenta y nueve (398,581.49) metros, hacia el punto veinticinco (25), Sur dieciséis (16) grados, veintitrés (23) minutos, treinta y cinco (35) segundos Este, en ciento sesenta y siete punto noventa y seis (167.96) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil setecientos setenta y ocho punto ochenta (65,778.80) metros, Este trescientos noventa y ocho mil seiscientos veintinueve punto cero siete (398,629.07) metros Este, hacia el punto veintiséis (26), Sur veinte (20) grados, diecisiete (17) minutos, cincuenta y nueve (59) segundos Este en ciento cuarenta y dos punto cero cero (142.00) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil seiscientos cuarenta y seis punto veinte (65,646.20) metros, Este trescientos noventa y ocho mil seiscientos setenta y ocho punto dieciséis (398,678.16) metros, hacia el punto veintisiete (27), Sur cinco (5) grados cincuenta y dos (52) minutos, trece (13) segundos Este, en doscientos veintidós punto setenta y nueve (222.79) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil cuatrocientos veintiséis punto trece (65,426.13) metros, Este trescientos noventa y ocho mil setecientos uno punto sesenta y cinco (398,701.65) metros Este, hacia el punto veintiocho (28), Sur ocho (8) grados, treinta y tres (33) minutos, veinticuatro (24) segundos Oeste en doscientos punto noventa y seis (200.96) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil doscientos veinticinco punto ochenta y seis (66,225.86) metros, Este trescientos noventa y ocho mil seiscientos setenta y uno punto cero cinco (398,671.05) metros, hacia el punto veintinueve (29), Sur ocho (8) grados, tres (3) minutos, veintisiete (27) segundos Este, en doscientos once punto noventa y uno (211.91) metros lineales, Coordenadas Lambert Norte sesenta y cinco mil diecisiete punto cincuenta y tres (65,017.53) metros, Este trescientos noventa y ocho mil seiscientos noventa y nueve punto cero cero (398,699.00) metros Este, hacia el punto treinta (30), Sur doce (12) grados, cuarenta y dos (42) minutos, cincuenta y nueve (59) segundos Este en doscientos punto catorce (200.14) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil ochocientos veinte punto ochenta (64,820.80) metros, Este trescientos noventa y ocho mil setecientos cuarenta y cuatro punto ochenta y uno (398,744.81) metros, hacia el punto treinta y uno (31), Sur catorce (14) grados, cuatro (4) minutos, nueve (9) segundos Este, en ciento ochenta y cuatro punto treinta y nueve (184.39) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil seiscientos cuarenta y cuatro punto cincuenta y uno (64,644.51) metros, Este trescientos noventa y ocho mil setecientos ochenta y nueve punto treinta y uno (398,789.31) metros Este, hacia el punto treinta y dos (32), Sur dieciséis (16) grados, seis (6) minutos, cincuenta (50) segundos Este en doscientos diecisiete punto cincuenta y nueve (217.59) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil cuatrocientos treinta y tres punto sesenta y ocho (64,433.68) metros, Este trescientos noventa y ocho mil ochocientos cincuenta punto veinticuatro (398,850.24) metros, hacia el

punto treinta y tres (33), Sur veintinueve (29) grados, dos (2) minutos, cuarenta y ocho (48) segundos Este, en doscientos siete punto cero dos (207.02) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos cincuenta y uno punto noventa y tres (64,251.93) metros, Este trescientos noventa y ocho mil novecientos cincuenta punto cincuenta y tres (398,950.53) metros Este, hacia el punto treinta y cuatro (34), Sur cuarenta y tres (43) grados, seis (6) minutos, cincuenta y tres (53) segundos Este en ciento noventa y siete punto ochenta y seis (197.86) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil ciento siete punto cuarenta y nueve (64,107.49) metros, Este trescientos noventa y nueve mil ochenta y cinco punto setenta y seis (399,085.76) metros, hacia el punto treinta y cinco (35), Sur cincuenta y ocho (58) grados, veintiún (21) minutos, once (11) segundos Este, en doscientos nueve punto cero uno (209.01) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos noventa y siete punto ochenta y tres (63,997.83) metros, Este trescientos noventa y nueve mil doscientos sesenta y tres punto sesenta y nueve (399,263.69) metros Este, hacia el punto treinta y seis (36), Sur setenta y seis (76) grados, cincuenta y cinco (55) minutos, cero (0) segundos Este en ciento noventa y seis punto cincuenta y dos (196.52) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos cincuenta y tres punto veintiséis (63,953.26) metros, Este trescientos noventa y nueve mil cuatrocientos cincuenta y cinco punto cincuenta y siete (399,455.57) metros, hacia el punto treinta y siete (37), Sur setenta y seis (76) grados, cincuenta y tres (53) minutos, cuarenta (40) segundos Este, en doscientos dos punto sesenta y seis (202.66) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos diecisiete punto setenta y ocho (63,917.78) metros, Este trescientos noventa y nueve mil seiscientos cincuenta y cuatro punto sesenta y tres (398,654.63) metros Este, hacia el punto treinta y ocho (38), Sur ochenta y tres (83) grados, veintisiete (27) minutos, treinta y cinco (35) segundos Este en doscientos doce punto cero cinco (212.05) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos noventa y tres punto veintiuno (63,893.21) metros, Este trescientos noventa y nueve mil ochocientos sesenta y cuatro punto ochenta y cinco (399,864.85) metros, hacia el punto treinta y nueve (39), Sur ochenta y dos (82) grados, cinco (5) minutos, cuarenta y tres (43) segundos Este, en doscientos cuatro punto cero uno (204.01) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos sesenta y cinco punto cincuenta y siete (63,865.57) metros, Este cuatrocientos mil sesenta y siete punto treinta y siete (400,067.37) metros Este, hacia el punto cuarenta (40), Sur ochenta y dos (82) grados, cincuenta y ocho (58) minutos, un (1) segundo Este en doscientos cinco punto ochenta (205.80) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos cuarenta punto treinta y seis (63,840.36) metros, Este cuatrocientos mil doscientos setenta y uno punto setenta y tres (400,271.73) metros, hacia el punto cuarenta y uno (41), Sur ochenta y dos (82) grados, treinta y siete (37) minutos, treinta y ocho (38) segundos Este, en doscientos punto quince (200.15) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos catorce punto sesenta y nueve (63,814.69) metros, Este cuatrocientos mil cuatrocientos setenta punto doce (400,470.12) metros Este, hacia el punto cuarenta y dos (42), Sur setenta y cuatro (74) grados, ocho (8) minutos, cuarenta y ocho (48) segundos Este en doscientos ocho punto noventa (208.90) metros lineales, Coordenadas Lambert Norte sesenta y tres mil setecientos cincuenta y siete punto sesenta y dos (63,757.62) metros, Este cuatrocientos, mil seiscientos setenta y uno punto cero siete (400,671.07) metros, hacia el punto cuarenta y tres (43), Sur sesenta y cuatro (64) grados, dieciocho (18) minutos, cuarenta y dos (42) segundos Este, en doscientos ocho punto ochenta y nueve (208.89) metros lineales, Coordenadas Lambert Norte sesenta y tres mil seiscientos sesenta y siete punto cero ocho (63,667.08), metros, Este cuatrocientos mil ochocientos cincuenta y nueve punto treinta y uno (400,859.31) metros Este, hacia el punto cuarenta y

cuatro (44), Sur ochenta y ocho (88) grados, cuarenta y siete (47) minutos, cuarenta y cinco (45) segundos Este en ciento veinte punto setenta (120.70) metros lineales, Coordenadas Lambert Norte sesenta y tres mil seiscientos sesenta y cuatro punto cincuenta y cuatro (63.664.54) metros, Este cuatrocientos mil novecientos setenta y nueve punto noventa y ocho (400,979.98) metros, hacia el punto cuarenta y cinco (45), Norte sesenta y nueve (69) grados, cincuenta y cinco (55) minutos, diez (10) segundos Este, en ochenta y cuatro punto cincuenta y uno (84.51) metros lineales, Coordenadas Lambert Norte sesenta y tres mil seiscientos noventa y tres punto cincuenta y seis (63.693.56) metros, Este cuatrocientos un mil cincuenta y nueve punto treinta y seis (401,059.36) metros Este, hacia el punto cuarenta y seis (46), Norte cincuenta y un (51) grados, tres (3) minutos, cero (0) segundos Este en doscientos siete punto treinta (207.30) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos veintitrés punto ochenta y nueve (63,823.89) metros, Este cuatrocientos un mil doscientos veinte punto cincuenta y nueve (401.220.59) metros, hacia el punto cuarenta y siete (47), Norte treinta y nueve (39) grados, cincuenta y un (51) minutos, cuarenta y seis (46) segundos Este, en sesenta y nueve punto cincuenta y siete (69.57) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos setenta y siete punto veintinueve (63,877.29) metros, Este cuatrocientos un mil doscientos sesenta y cinco punto dieciocho (401,265.18) metros Este, hacia el punto cuarenta y ocho (48), Norte cincuenta (50) grados, cincuenta y siete (57) minutos, dos (2) segundos Este en ciento cincuenta y siete punto setenta y dos (157.72) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos setenta y seis punto sesenta y seis (63,976.66) metros, Este cuatrocientos un mil trescientos ochenta y siete punto sesenta y siete (401,387.67) metros, hacia el punto cuarenta y nueve (49), Norte setenta y tres (73) grados, cincuenta y seis (56) minutos, quince (15) segundos Este, en noventa y dos punto cuarenta y cuatro (92.44) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil dos punto veintitrés (64,002.23) metros, Este cuatrocientos un mil cuatrocientos setenta y seis punto cincuenta (401,476.50) metros ESTE, hacia el punto cincuenta (50), Sur ochenta y nueve (89) grados, treinta y siete (37) minutos, treinta y siete (37) segundos Este en noventa y tres punto cuarenta y cuatro (93.44) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil uno punto sesenta y dos (64,001.62) metros, Este cuatrocientos un mil quinientos sesenta y nueve punto noventa y cuatro (401,569.94) metros, hacia el punto cincuenta y uno (51), Sur sesenta y ocho (68) grados, dieciocho (18) minutos, cero (0) segundos Este, en ciento noventa y nueve punto veintinueve (199.29) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos veintisiete punto noventa y cuatro (63,927.94) metros, Este cuatrocientos un mil setecientos cincuenta y cinco punto once (401,755.11) metros Este, hacia el punto cincuenta y dos (52), Sur sesenta y cinco (65) grados, treinta y cinco (35) minutos, cuarenta y cinco (45) segundos Este en doscientos diecinueve punto cero tres (219.03) metros lineales, Coordenadas Lambert Norte sesenta tres mil ochocientos treinta y siete punto cuarenta y cuatro (63,837.44) metros, Este cuatrocientos un mil novecientos cincuenta y cuatro punto cincuenta y siete (401,954.57) metros, hacia el punto cincuenta y tres (53), Sur ochenta y un (81) grados, cincuenta y un (51) minutos, treinta y ocho (38) segundos Este, en doscientos punto setenta y seis (200.76) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos nueve punto cero dos (63,809.02) metros, Este cuatrocientos dos mil ciento cincuenta y tres punto treinta y uno (402,153.31) metros Este, hacia el punto cincuenta y cuatro (54), Norte setenta y siete (77) grados, treinta y dos (32) minutos, veintinueve (29) segundos Este en doscientos cinco punto setenta (205.60) metros lineales, Coordenadas Lambert Norte sesenta y tres mil ochocientos cincuenta y tres punto tres siete (63,853.37) metros, Este cuatrocientos dos mil trescientos cincuenta y cuatro punto cero siete (402,354.07) metros, hacia el punto cincuenta y

cinco (55), Norte sesenta y siete (67) grados, cuarenta y seis (46) minutos, veintiocho (28) segundos Este en doscientos nueve punto ochenta y nueve (209.89) metros lineales, Coordenadas Lambert Norte sesenta y tres mil novecientos treinta y dos punto setenta y seis (63.932.76) metros, Este cuatrocientos dos mil quinientos cuarenta y ocho punto treinta y siete (402,548.37) metros, hacia el punto cincuenta y seis (56), Norte sesenta y siete (67) grados, cincuenta y cuatro (54) minutos, veintitrés (23) segundos Este, en doscientos cinco punto diez (205.10) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil nueve punto noventa (64,009.90) metros, Este cuatrocientos dos mil setecientos treinta y ocho punto cuarenta (402,738.40) metros Este, hacia el punto cincuenta y siete (57), Norte sesenta y un (71) grados, trece (13) minutos, nueve (9) segundos Este en ciento noventa y seis punto setenta y ocho (196.78) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil setenta y tres punto veintiséis (64,073.26) metros, Este cuatrocientos dos mil novecientos veinticuatro punto setenta y uno (402,924.71) metros, hacia el punto cincuenta y ocho (58), Norte sesenta y siete (67) grados, cincuenta y un (51) minutos, cuarenta (40) segundos Este, en doscientos cuatro punto noventa y seis (204.96) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil ciento cincuenta punto cincuenta (64,150.50) metros, Este cuatrocientos tres mil ciento catorce punto cincuenta y seis (403,114.56) metros Este, hacia el punto cincuenta y nueve (59), Norte cincuenta y nueve (59) grados, veintidós (22) minutos, veinte (20) segundos Este en doscientos veintiséis punto cuarenta y un (226.41) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos sesenta y cinco punto ochenta y cuatro (64,265.84) metros, Este cuatrocientos tres mil trescientos nueve punto treinta y ocho (403,309.38) metros, hacia el punto sesenta (60), Norte ochenta y tres (83) grados, diez (10) minutos, cincuenta y ocho (58) segundos Este, en ciento uno punto noventa y nueve (101.99) metros lineales, Coordenadas Lambert Norte, sesenta y cuatro mil doscientos setenta y siete punto noventa y cinco (64,277.95) metros, Este cuatrocientos tres mil cuatrocientos diez punto sesenta y cinco (403,410.65) metros Este, hacia el punto sesenta y uno (61), Sur ochenta (80) grados, catorce (14) minutos, veintitrés (23) segundos Este en ciento diecinueve punto sesenta y tres (119.63) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos cincuenta y siete punto sesenta y siete (64,257.67) metros, Este cuatrocientos tres mil quinientos veintiocho punto cincuenta y cinco (403,528.55) metros, hacia el punto sesenta y dos (62), Norte sesenta y ocho (68) grados, cero (0) minutos, cuarenta y nueve (49) segundos Este, en doscientos treinta y ocho punto ochenta y dos (238.82) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos sesenta y cinco punto ochenta y ocho (64,265.88) metros, Este cuatrocientos tres mil setecientos sesenta y cinco punto veintitrés (403,765.23) metros Este, hacia el punto sesenta y tres (63), Norte ochenta y un (81) grados, veintinueve (29) minutos, veintiocho (28) segundos Este en ciento ochenta punto setenta y cuatro (180.74) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos noventa y tres punto cero cuatro (64,293.04) metros, Este cuatrocientos tres mil novecientos cuarenta y tres punto noventa y dos (403,943.92) metros, hacia el punto sesenta y cuatro (64), Norte ochenta y cinco (85) grados, veintinueve (29) minutos, veinticuatro (24) segundos Este, en ciento noventa y siete punto veintiséis (197.26) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil trescientos ocho punto sesenta y dos (64,308.62) metros, Este cuatrocientos cuatro mil ciento cuarenta punto ochenta y cinco (404,140.85) metros Este, hacia el punto sesenta y cinco (65), Sur ochenta y siete (87) grados, treinta y tres (33) minutos, cuarenta y ocho (48) segundos Este en doscientos punto noventa y nueve (200.99) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil trescientos punto cero ocho (64,300.08) metros, Este cuatrocientos cuatro mil trescientos cuarenta y uno punto sesenta y seis (404,341.66) metros, hacia el punto sesenta y seis (66), Sur ochenta y seis

(86) grados, treinta y tres (33) minutos, treinta y siete (37) segundos Este, en doscientos nueve punto treinta y tres (209.33) metros lineales. Coordenadas Lambert Norte sesenta y cuatro mil doscientos ochenta y siete punto cincuenta y dos (64,287.52) metros. Este cuatrocientos cuatro mil quinientos cincuenta punto sesenta y uno (404,550.61) metros Este, hacia el punto sesenta y siete (67), Sur ochenta y siete (87) grados, siete (7) minutos, dos (2) segundos Este en doscientos doce punto sesenta y seis (212.66) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos setenta y seis punto ochenta y dos (64,276.82) metros, Este cuatrocientos cuatro mil setecientos sesenta y tres punto cero, cero (404,763.00) metros, hacia el punto sesenta y ocho (68), Norte ochenta y siete (87) grados, once (11) minutos, cuarenta y nueve (49) segundos Este, en doscientos seis punto diecisiete (206.17) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos sesenta y seis punto dieciséis (64,266.16) metros, Este cuatrocientos cuatro mil novecientos ochenta punto setenta y uno (404,980.71) metros Este, hacia el punto sesenta y nueve (69), Norte ochenta y cinco (85) grados, cuarenta y nueve (49) minutos, cuarenta y dos (42) segundos Este en doscientos ocho punto diecisiete (208.17) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil doscientos ochenta y uno punto treinta (64,281.30) metros, Este cuatrocientos cinco mil ciento ochenta y ocho punto treinta y tres (405,188.33) metros, hacia el punto setenta (70), Norte ochenta y tres (83) grados, cuarenta (40) minutos, treinta (30) segundos Este, en doscientos ocho punto treinta y uno (208.31) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil trescientos cuatro punto veinticinco (64,304.25) metros, Este cuatrocientos cinco mil trescientos noventa y cinco punto treinta y siete (405,395.37) metros Este, hacia el punto setenta y uno (71), Norte setenta (70) grados, veintidós (22) minutos, veintidós (22) segundos Este en doscientos treinta y dos punto cuarenta y cuatro (232.44) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil trescientos ochenta y dos punto treinta y tres (64,382.33) metros, Este cuatrocientos cinco mil seiscientos catorce punto treinta y uno (405,314.31) metros, hacia el punto setenta y dos (72), Norte cuarenta y cinco (45) grados, dieciséis (16) minutos, un (1) segundos Este, en ciento treinta y seis punto noventa y cuatro (136.94) metros lineales, Coordenadas Lambert Norte sesenta y cuatro mil cuatrocientos setenta y ocho punto setenta y uno (64,478.71) metros, Este cuatrocientos cinco mil setecientos once punto cincuenta y nueve (405,711.59) metros Este, hacia el punto setenta y tres (73), Norte veinticuatro (24) grados, veintidós (22) minutos, treinta (30) segundos Este en cuatrocientos siete punto noventa y uno (407.91) metros lineales, Coordenadas, Lambert Norte sesenta y cuatro mil ochocientos cincuenta y uno punto cincuenta y dos (64,851.52) metros, Este cuatrocientos cinco mil ochocientos ochenta punto cincuenta y uno (405,880.51) metros, hacia el punto setenta y cuatro (74), Norte quince (15) grados, treinta y un (31) minutos, cuarenta y dos (42) segundos Este, en doscientos catorce punto cuarenta seis (214.46) metros lineales." -----

---Two: The Grantees shall have the continuous non-exclusive right to utilize the Access Easement throughout its duration. The lessees of Parcel A shall maintain the Access Easement during the period of its use and shall have the right to enlarge and otherwise improve the Access Easement, including, without limiting the generality of the foregoing, the paving of the road with asphalt, concrete or other hard surface provided that EPAC and the Transferors may continue to jointly utilize the Access Easement. -----

---Three: The Access Easement shall not constitute conveyance of any part of the Remnant, granting only a right-of-way easement as above provided. -

---Four: Transferors and EPAC retain for themselves and for their successors in interest and assigns the right to use and enjoy the Remnant and Parcel B, respectively, for their own business purposes except as the same may be necessary for the purposes herein granted and so long as its use does not interfere with PROTECO's operations. -----

---Five: Transferors may, at their cost and expense, in connection with the development of their planned industrial park, relocate the Access Easement within the general area it currently lies, taking all the necessary precautions not to obstruct with Grantees' access to the public road or interfere with Grantees' business operations conducted at Parcel A and Parcel B. -----

---Six: For the sole purpose of recording the Access Easement in the Registry, the parties hereto assign a value of ONE THOUSAND DOLLARS (\$1,000) to the Access Easement. The Transferors agree that the Easements shall be recorded as an encumbrance on the Remnant subject to the provisions hereof. -----

--AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT -

---ELEVENTH: Pursuant to the Ground Lease, EPAC leased certain property to PROTECO. EPAC and PROTECO hereby ratify and confirm the terms of the Ground Lease and hereby represent and warrant that the Ground Lease is in full force and effect as of the date hereof and that the parties are bound by its terms and conditions. EPAC and PROTECO hereby further represent and warrant that the Ground Lease is a legal, valid and binding obligation of each of said parties, enforceable against each of them in accordance with its terms. -----

---TWELFTH: Pursuant to the requirements of Section Twenty-Five (25) of the Ground Lease, EPAC and PROTECO appear herein for the purpose of converting the Ground Lease to a recordable public instrument after amending and restating its terms. The Ground Lease after amended and

restated below is referred to as the "Restated Lease Agreement". -----

---THIRTEENTH: The Ground Lease is hereby amended and restated as follows: -----

---This RESTATED LEASE AGREEMENT (this "Lease") is made and entered as of this twenty-seventh (27th) day of April, nineteen hundred ninety-nine (1999) by and among ENVIRONMENT PRESERVATION ASSOCIATES CORPORATION ("EPAC"), a Puerto Rico corporation represented herein by its duly authorized President, Jorge Lucas P. Valdivieso Torruella (hereinafter sometimes referred to as "Lessor") and RESOURCES MANAGEMENT, Inc., d/b/a PROTECO, a Puerto Rico corporation represented herein by its duly authorized Vice President, Ivelisse Estrada Rivero (hereinafter "Lessee" or "PROTECO"). -----

-----WITNESSETH-----

---WHEREAS, Lessor and Lessee desire to enter into this ground lease providing for the lease of an eighty-five point forty-four (85.44) "cuerdas" parcel of land that is more fully described herein, subject to the terms and conditions hereinafter set forth; -----

---NOW THEREFORE, the parties agree to the following: -----

---Section One. Lease. -----

---Lessor does hereby grant and lease unto Lessee, and Lessee does hereby accept and lease from Lessor the premises hereinafter described pursuant to the terms and conditions set forth below. -----

---Section Two. Property Description. -----

---The real estate leased herein (the "Premises") consist of a parcel of land of eighty-five point forty-four (85.44) "cuerdas" located in the Tallaboa Saliente Ward, Municipality of Peñuelas, Puerto Rico, being more particularly described below. The Premises consist of a parcel of land segregated from property number two thousand one hundred ten (2,110), which property is recorded at page ninety-seven (97) of volume one hundred forty-three (143) of Peñuelas in favor of Jorge Lucas Pérez

Valdivieso Torruella, Lucas Pérez Valdivieso Torruella and Yesmin Galib, who acquired the property pursuant to Deed Number Sixty-Three (63) of Division of Community Property executed on December twenty-three (23), nineteen hundred eighty-five (1985) before Notary Public Juan Méndez Solís, and rectified by Deed Number Fifty-Six (56) executed on June six (6), nineteen hundred eighty-six (1986) and Deed Number Four (4) executed on January twenty-three (23), nineteen hundred eighty-seven (1987), both before Notary Public Juan Méndez Solís (hereinafter referred to as "**Property 2,110**"). The Premises are described in the Registry of Property as follows: -----

---- "**RUSTICA**: Predio de terreno identificado como Parcela A en el plano de inscripción, situado en los barrios Tallaboa Poniente, Tallaboa Saliente y Cuevas del término municipal de Peñuelas, Puerto Rico, con una cabida de ochenta y cinco punto cuatro cuatro cero cero (85.4400) cuerdas, equivalentes a trescientos treinta y cinco mil ochocientos doce punto cinco uno tres uno (335,812.5131) metros cuadrados. En lindes, por el Norte en mil cuatrocientos sesenta y nueve punto tres uno (1,469.31) metros cuadrados con la franja de seguridad identificada como "Parcela B" en el plano de inscripción; por el Sur, en mil seiscientos treinta y uno punto tres siete (1,631.37) metros cuadrados con la Parcela B; por el Este, en dos mil ochocientos ochenta y seis punto cuatro dos (2,886.42) metros cuadrados con la Parcela B; y por el Oeste, en dos mil novecientos treinta y dos punto dos tres (2,932.23) metros cuadrados con la Parcela B." -----

-----**CONSTITUTION OF USE RIGHT**-----

----As consideration for Lessee entering into this Lease, Lessor hereby constitutes and grants to Lessee during the term of this Lease a use right ("derecho de uso") which allows Lessee to use a buffer zone ("faja de seguridad") around the perimeter of the Premises consisting of a parcel of land (Parcel B) segregated from Property 2,110 described below (the "**Buffer Zone**"). Provided Lessor has obtained the necessary land, Lessee may request Lessor at any time during this Lease to increase the Buffer Zone area beyond its current size but only to the extent such area is required by Lessee to comply in all respects with any applicable legal requirements concerning the use of the Premises as a Disposal Facility; provided, however, that to the extent that any such legal requirement results in a material increase (more than twenty five percent) in the aggregate area of

the Buffer Zone, the parties agree to renegotiate in good faith the amount of rent payable by Lessee to Lessor hereunder. Anything herein to the contrary notwithstanding, Lessee shall have the right (without the payment of any additional rent) to make any alterations, modifications, changes or improvements (including the construction of office buildings, garages, parking areas, truck weighing scales, and other support facilities) within the Buffer Zone in order to permit Lessee to maximize the use of the Premises as a Disposal Facility. The existing stormwater retention pond located south of the Premises within the Buffer Zone is to be used by Lessee on a non-exclusive basis. Lessor shall provide access over the Buffer Zone for utility services needed by Lessee for the construction and operation of its Disposal Facility and will constitute those right-of-way easements necessary to obtain such utility services. The Buffer Zone is described in the Registry of Property as follows:-----

---"RUSTICA: Predio de terreno en forma de polígono identificado como la Parcela B en el plano de inscripción y localizado en el Barrio Tallaboa Saliente del término municipal de Peñuelas, Puerto Rico con una cabida superficial de cincuenta y ocho punto cuatro cuatro cero cero (58.44000) cuerdas equivalentes a doscientos veintinueve mil seiscientos noventa y uno punto nueve ocho cinco ocho (229,691.9858) metros cuadrados. Sus colindancias externas son, por el Norte, en mil setecientos once punto cero uno (1,711.01) metros cuadrados con la finca remanente; por el Sur, en dos mil quinientos cincuenta y cinco punto noventa y cinco punto nueve cinco (2,555.95) metros cuadrados con la finca remanente; por el Este, en dos mil novecientos veinticinco punto cero siete (2,925.07) metros cuadrados con la finca remanente; y por el Oeste, en tres mil doscientos ochenta y uno punto cuatro cuatro (3,281.44) metros cuadrados con la finca remanente. La Parcela B circunda el predio de terreno identificado como Parcela A en el plano de inscripción. -----

---The Premises (Parcel A) and the Buffer Zone (Parcel B) are depicted on the ARPE Segregation Plan ("plano de inscripción") filed with the Registry of Property in connection with the segregation and recordation of Parcel A and Parcel B, respectively. -----

---For purposes of recording the use right ("derecho de uso") constituted over Parcel B in the Registry of Property, it is valued at ONE THOUSAND DOLLARS (\$1,000). -----

---Section Three. Term. -----

---Lessee shall have and hold the Premises, with all the appurtenances thereto and improvements thereon or hereinafter constructed, for a term of twenty (20) years, commencing on the first (1st) day of January, nineteen hundred ninety-seven (1997) (the "**Commencement Date**"). -----

---Section Four. Rent. -----

---As consideration for entering into this Agreement, Lessee has paid prior to this act to Lessor the sum of FIVE THOUSAND DOLLARS (\$5,000) which amount Lessor acknowledges having received. Starting on the Commencement Date, Lessee agrees to pay Lessor as rent for the Premises, until the expiration of this Lease, the sum of SIXTY-EIGHT THOUSAND SIXTY-FOUR DOLLARS (\$68,064) per Lease Year for the first five years of this Lease, payable on the first day of every calendar month, in equal monthly installments of FIVE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$5,672) per month. Thereafter, Lessor's annual rent will increase as follows: for the period commencing on January one (1), two thousand two (2002) and ending on December thirty-one (31), two thousand seven (2007), Lessor's annual rent shall be the sum of SEVENTY-EIGHT THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND FORTY-FOUR CENTS (\$78,314.44) per Lease Year, and for the period commencing on January one (1), two thousand seven (2007) and ending on the last day of the initial term of this Lease, Lessor's annual rent shall be the sum of NINETY-EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND FIFTY-NINE CENTS (\$98,815.59) per Lease Year, in each case also payable in equal monthly installments on the first day of every calendar month. -----

---Lessee shall have the right to extend the term of this Lease for two additional periods of five (5) years each. Lessee shall notify Lessor in writing not less than ninety (90) days prior to the expiration of the current term of this Lease whether it intends to exercise the next five year option. During the term of each option, if exercised, Lessee agrees to pay Lessor as

rent for the Premises, until the expiration of this Lease, the sum of ONE HUNDRED NINE THOUSAND SIXTY-FIVE HUNDRED DOLLARS AND SEVENTY-THREE CENTS (\$109,065.73) per Lease Year during the first five year option and ONE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS AND EIGHTY-ONE CENTS (\$124,441.81) per year during the second five year option, in each case payable in equal monthly installments of NINE THOUSAND EIGHTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$9,088.81) and TEN THOUSAND THREE HUNDRED SEVENTY DOLLARS AND FIFTEEN CENTS (\$10,370.15), respectively per month payable on the first day of every calendar month. -----

---For purposes of the foregoing provisions, the term "Lease Year" shall mean each consecutive twelve (12) month period commencing on the Commencement Date. -----

---Section Five. Use Permits. -----

---Lessee shall have the right to use the Premises for the construction and operation of an industrial non-hazardous solid waste landfill, waste storage, treatment, processing and disposal facility (such uses collectively referred to as a Disposal Facility) and for all related uses (including, but not limited to those expressly set forth in Section Six hereof), provided Lessee, at its sole cost and expense, shall be responsible for complying with all applicable statutes, ordinances, rules, regulations and orders in effect regulating the use of the Premises by Lessee as a Disposal Facility. Lessor hereby authorizes Lessee, at Lessee's expense, to apply for and attempt to secure such zoning classification, access to suitable public roads, utility connections, consents of property owners, and such building and other governmental permits as may be necessary to permit Lessee to construct, maintain and operate a Disposal Facility upon the Premises in accordance with such site, engineering and operating plans as Lessee shall determine. Any such application may be in Lessee's name or Lessor's name (for the

benefit of Lessee), or both (for the benefit of Lessee), as may be necessary or appropriate, and Lessor agrees to cooperate fully and in good faith in this regard. Lessee shall act promptly and proceed with reasonable diligence in applying for and attempting to secure the zoning classification, access, utility connections, consents of property owners and governmental permits described above. -----

---Section Six. Construction of Improvements and Utilities. -----

---Lessee, at its sole cost and expense, shall have the right to make any alterations, modifications, changes or improvements to the Premises including, without limitation, demolition of existing facilities without replacement thereof and renovation of any existing facilities. Lessor, in turn, shall provide access for any and all utility services through any existing right-of-way or easement right it may have or acquire for such purposes. In addition, Lessor shall provide access to the Premises through the existing access road as shown on the Segregation Plan and shall allow Lessee the use of the existing storm water pond on Parcel B (the Buffer Zone) and of the surface water management drainage channels thereon, and Lessee shall also be allowed to improve and reconstruct such surface water containment facilities as may be necessary on account of the topography and in order to optimize the utilization of the Premises as a Disposal Facility in compliance with applicable regulations; provided, however, that any such work shall not leave any portion of the properties involved without reasonable access to such properties. Lessee shall pay for all utilities contracted for by Lessee to provide such services to the Premises. Subject to the foregoing, Lessee shall have (i) the right to construct on the Premises, roads, berms, ditches, stream diversions, embankments, temporary waste holding and storage facilities, office structures, laboratories, equipment shelters and any and all other facilities or land improvements necessary or required for Lessee's operations; (ii) the right to excavate, extract and remove from the Premises, gravel, soil, clay and all other minerals,

materials and substances of any nature whatsoever (whether solid, liquid or gaseous) produced at or under the Premises or emanating therefrom incidental to the utilization of the Premises as a Disposal Facility (title to all of such substances being, upon extraction thereof from the Premises, the sole and exclusive property of Lessee); (iii) the right to drill and establish water wells, install utilities, such as, but not limited to, electric lines, sewer lines, gas lines, underground storage tanks and telephone lines; (iv) the right to carry out on the Premises all energy production, reclamation and waste handling, storage, treatment, disposal and similar operations, including, but not limited to, ponding, cover stockpiling, fill and cover placement and compaction, drainage, pollution and nuisance prevention; (v) the right to deposit within the Premises, subject to applicable permits all manner and form of non-hazardous solid and liquid waste and materials. -----

---Section Seven. Warranty. -----

---Lessor covenants and agrees with Lessee that Lessor is the lawful owner of the Premises (Parcel A) and the Buffer Zone (Parcel B), that the same are free and clear of all covenants, conditions, restrictions, easements, liens, and encumbrances, except as described in paragraph SECOND of this Deed, and that Lessor will defend its title to the Premises and the Buffer Zone against all claims whatsoever. Lessor further covenants and agrees that Lessee, by paying the rent and observing and keeping the covenants in this Lease on its part to be kept, shall lawfully and peacefully, hold, occupy and enjoy the Premises during the term hereof, without any let, hindrance or molestation by Lessor, or by any other person or persons whomsoever. Lessor also covenants and agrees that the Premises are free of all tenancies, whether oral or written, and that Lessee shall have actual and sole possession of the Premises during the term of this Lease. Within a reasonable time after the execution of this Lease, Lessor shall furnish Lessee a suitable non-disturbance agreement acceptable to Lessee from each lienholder or mortgagee to which this Lease is to be subject or

subordinated to, which agreement shall guarantee Lessee's rights hereunder if Lessee will attorn to such lienholder or mortgagee and will continue to pay rent in accordance with the provisions of this Lease, to remain in possession of the Premises notwithstanding foreclosure or surrender by Lessor of its interest or any taking of possession of the Premises by such party. -----

---Section Eight. Title Evidence. -----

---Lessee shall promptly determine whether title to the Premises is good and merchantable or otherwise acceptable to Lessee. In this connection, Lessee shall have the right to require Lessor to furnish Lessee, at Lessee's cost, title insurance in an amount equal to ONE HUNDRED THOUSAND DOLLARS (\$100,000) showing marketable title in Lessor and insuring Lessee's leasehold interest, free and clear of all covenants, conditions, restrictions, easements, liens and encumbrances, whatsoever, except for those title exceptions originating from the liens and encumbrances described in Paragraph SECOND of this Deed. In the event title is determined not to be merchantable or discloses matters affecting title, Lessor shall be so notified and shall then take such action as is necessary to cure such title matters within a reasonable time after notice is given to Lessor thereof. In the event Lessor fails to cure such title matters, Lessee may terminate this Lease, subject to Section Nineteen, or may, at its election, take the title as it then is (with the right to deduct from future rentals due Lessor, liens or encumbrances of a definite or ascertainable amount and any costs incurred by Lessee to cure other unacceptable title matters) , upon giving notice to Lessor. Lessee shall pay for all costs of the title insurance but Lessor shall pay for the curing of all title matters as aforesaid. -----

---Section Nine. Zoning. -----

---Lessor shall, if necessary, use its best efforts to cooperate, give such consents, and provide any available documents in order for Lessee to obtain

the approval of all public and governmental authorities as to matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for the use by Lessee of the Premises, in accordance with Lessee's plans and specifications, but will not bear any costs of these proceedings, all of which shall be borne by Lessee. -----

---Section Ten. Taxes and Assessments. -----

---Lessor shall pay, bear and discharge all current real estate taxes and assessments against the Premises or the Buffer Zone. Any additional or special assessment charged or imposed on the Premises or the Buffer Zone due to Lessee's operations, or as a result of any improvements erected thereon by Lessee, shall be borne by Lessee. -----

---Section Eleven. Right of First Refusal to Purchase. -----

---In the event Lessor receives a *bona fide* offer to sell any of the real properties where the Premises or the Buffer Zone are located, or any part of such real properties, during the term of this Lease, and desires to accept the same, Lessee shall have the right of first refusal to purchase any such real property at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Lessee in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Lessee shall have a period of sixty (60) days after receipt of said notice in which to notify Lessor of its election to purchase any such real property on the terms contained in said *bona fide* offer. -----

---Section Twelve. Access Road; Easements. -----

---Lessor grants to Lessee, during the entire term hereof, and for such additional period after the termination hereof as shall be necessary for the continued care, maintenance and monitoring of the Premises, the continuous non-exclusive right to utilize the existing access road to the Premises, as such road is depicted on the Segregation Plan. Lessee shall maintain said road during the period of its use by Lessee and shall have the right to

enlarge and otherwise improve said road, including, without limiting the generality of the foregoing, the paving of said road with asphalt, concrete or other hard surface provided that Lessor may continue to jointly utilize said access road. Should Lessee's use of said access road require the granting of any easements, or of any permits or authorizations from any governmental agency or entity, Lessor agrees to join with Lessee in obtaining such easements, permits or authorizations and shall use its continuous and best efforts to cooperate with Lessee to obtain such rights. -

---The Premises (Parcel A) and the Buffer Zone (Parcel B) enjoy as dominant tenements certain easement rights over the remnant of Property 2,110, as servient tenement. Lessee is authorized and hereby granted the right to utilize and benefit from all such easements in favor of the Premises and the Buffer Zone subject to the terms and conditions under which such easements were constituted. -----

---Section Thirteen. Condemnation. -----

---In the event the Premises and or the Buffer Zone or a part thereof (sufficient to interfere with the business for which the Premises are used, as Lessee shall determine) shall be condemned, appropriated, or otherwise taken or access to the Premises be impaired by right of eminent domain, Lessee shall have the right to cancel this Lease on thirty (30) days, prior written notice to Lessor, subject to Section Nineteen hereof. Such cancellation shall not prejudice Lessee's right to recover its damages resulting from the exercise of such right of eminent domain. In such a case Lessee also reserves the right to claim and litigate its claim in all appropriate courts and agencies for an award or damages for such taking based upon its option or leasehold interest and/or any improvements, without impairing any rights of Lessor arising from the taking or from the reversion. -----

---Section Fourteen. Lessee's Covenants. -----

---Lessee covenants and agrees, during the term of this Lease and for such

further time as Lessee or any person or entity claiming under it shall hold the Premises or any part thereof: -----

----a. Rent: To pay rent on the days and in the manner as provided in this Lease. -----

----b. Liens and Encumbrances: Not to allow any interest in the estate of Lessor in the leased Premises at any time during the term of this Lease to become subject to any lien, charge or encumbrance whatsoever, and to indemnify Lessor against all such liens, charges and encumbrances that may result from Lessee's fault or negligence. It is agreed expressly that Lessee shall not have the authority, express or implied, to create any lien, charge or encumbrance whatsoever upon the estate of Lessor, except that Lessee may hypothecate or encumber its leasehold interest hereunder at its own cost and expense; provided, however that Lessee agrees that it will not in any manner mortgage or encumber the leased Premises, unless such mortgagee or lienholder recognizes and accepts the terms and conditions of this Lease, satisfactory evidence of which shall be furnished in advance to Lessor. -----

----c. Repair and Maintenance: To keep the Premises in a safe and good condition. -----

----d. Compliance with Law: To comply with all governmental laws, rules and regulations applicable to the use, development, or operation of the Premises and, without limitation, to the closure, and post-closure obligations under any applicable environmental law and/or regulation. -----

---Section Fifteen. Default. -----

----a. If the rent reserved to Lessor, or any part thereof shall remain unpaid for a period of twenty (20) days after it becomes due, or if Lessee shall be in default with respect to any of its covenants herein contained, Lessor, its agent or agents, shall immediately notify Lessee. Said notice shall state specifically the default and if the default is not remedied within thirty (30) days after the receipt of such notice, Lessor may declare this Lease canceled and be relieved from further performance hereunder except as specified in

Section Nineteen. The thirty (30) day period provided above (and in subparagraph (b) of Section Fifteen below) shall be extended for such period as Lessee is proceeding with reasonable diligence to cure or correct a default, or alleged default, hereunder, informing Lessor, in writing, details of said diligence. -----

---b. Should Lessor be in default with respect to any of the covenants and conditions of this Lease, Lessee shall notify Lessor, said notice stating specifically the default, and Lessor shall have thirty (30) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. This thirty(30) day period shall be extended for such period as Lessor is proceeding with reasonable diligence to cure or correct a default, or alleged default, hereunder, informing Lessee in writing, details of said diligence. On failure to do so, Lessee may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this Lease canceled and be relieved from further liability hereunder, subject to Section Nineteen. -----

---c. In the event the Lessor or Lessee waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party. -----

---Section Sixteen. Notices. -----

---All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Lessor, at P.O. Box 1144, Peñuelas, Puerto Rico 00624-1124 or addressed to the Lessee at P.O. Box 71331, San Juan, Puerto Rico 00936-8431. Change of address by either party shall be by notice given to the other party in the same manner as above specified. ---

---Section Seventeen. Trade Fixtures, Machinery and Equipment. -----

---Lessor agrees that all trade fixtures, machinery, equipment, furniture and other personal property of whatever kind and nature kept or installed on the

Premises or the Buffer Zone by Lessee shall not become the property of the Lessor, or part of the realty. Any permanent improvements constructed on the Premises by Lessee shall, at the termination of the Lease, at Lessor's sole option become property of the Lessor. Lessee shall remove all trade fixtures, machinery, equipment, furniture and other property from the Premises and the Buffer Zone prior to the expiration of this Lease, or if not so removed, title for same shall then vest in Lessor, at Lessor's option. ----

---Section Eighteen. Indemnity. -----

----Lessee agrees to indemnify and save harmless the Lessor, its present and future stockholders, directors, employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or alleged violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of any acts, omissions or operations of Lessee or its employees or other persons engaged by or under the control, supervision or direction of Lessee. The Lessee's indemnity obligations hereunder shall only extend for the term of the Lease of the Premises and for a period of two (2) years thereafter, unless a monitoring obligation requirement is imposed on Lessee after the term, in which case the period of this indemnity will be extended for the period of any such post-closure obligations. -----

----Lessor agrees to indemnify and save harmless Lessee, its present and future officers, directors, employees, agents, subcontractors and assigns, from and against and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto

(including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of acts, omissions or operations of any persons in any way relating to the Premises at any time if such persons were engaged by or under the control, supervision or direction of Lessor. -----

---Section Nineteen. Monitoring After Expiration of Term. -----

----After termination of this Lease for any reason, Lessor shall not disturb the integrity of the cover materials placed over the Premises in any manner, whether through excavation, cultivation, boring, grading or otherwise, nor construct any structures on the Premises (except that paving shall be permitted), nor alter any venting wells, vegetation or drainage then existing at the Premises unless Lessee expressly consents to such activity, which consent shall not be unreasonably withheld. At Lessee's request, Lessor shall execute a suitable document, to bind the Premises, and future owners of the Premises, to the undertakings and obligations of Lessor in this section and as shall be necessary to assure compliance with the laws of the United States and the Commonwealth of Puerto Rico. -----

----At any time after the termination of this Lease, for any reason, Lessee shall be granted access to the Premises to conduct such post-operation care, maintenance and monitoring of the Premises as it deems advisable; provided that Lessee shall not be obligated to do so, except as required by law. -----

---Section Twenty. Insurance. -----

---Lessee shall obtain, at its own expense, all insurance policies required by the laws of the Commonwealth of Puerto Rico and/or the United States of

America for the operation of a commercial non-hazardous solid waste landfill. Such insurance policies shall bear an endorsement in favor of Lessor. Lessee shall send to Lessor copy of such endorsements within thirty (30) days of the issuance of such policies. Lessee shall also maintain and keep in force, at its own expense, all public liability insurance necessary to protect Lessor from liability during the duration of the Lease against claims for personal injury, death and property damages occurring on or about the Premises, or occurring in any operation related in any form or manner with the utilization of, the Premises which limits are to be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) with respect to injury or death to a single person, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) with respect to any one accident, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damages, as well as all other insurance necessary by applicable statutes, ordinances, rules, regulations and order in effect regulating Lessee's use of the Premises. Lessee further agrees to indemnify, defend and save Lessor harmless from any liability loss, cost, expense or claim of any nature resulting from any damage to person or property arising out of Lessee or Lessee's agents, employees, servants, licensees or contractors, in any respect, to keep the Premises in a safe condition and to comply with and perform all the requirements and provisions of this Lease. Lessor shall give Lessee prompt notice of any obligations arising under this Lease and Lessee shall defend, settle or otherwise compromise any such claims. -----

---Section Twenty-One. Force Majeure. -----

----From and after the Commencement Date, the further performance of this Lease may be suspended and the obligations hereunder excused, including the payment of rent, in the event during the period that such performance is prevented by a cause or cause beyond the reasonable control of Lessee subject to Section Nineteen. -----

---Section Twenty-Two. Assignment and Subletting. -----

---Neither Lessee nor Lessor shall assign this Lease without first obtaining the other party's prior written consent, which consent such other party shall not unreasonably withhold. Notwithstanding the above provisions, Lessee or Lessor may assign its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without the other party's consent, to any corporation or organization that is controlled by or is under common control by the assigning party, provided that the assignee assumes, in full, the obligations of the assignor under this Lease, as applicable. Notwithstanding the above exception, Lessee shall not sublease, sublet, or assign the Premises except upon Lessor's written consent, which consent shall not be unreasonably withheld. -----

---Section Twenty-Three. Meaning of Terms. -----

---Wherever the words "Lessor" and "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, sublessees, successors and assigns. The word "Lessor" or "Lessee" as used herein, shall be construed to include the plural as well as the singular, and the necessary grammatical changes required to make the provisions apply to either corporations, business organizations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed. -----

---Section Twenty-Four. No Joint Venture. -----

---The relationship of the parties hereunder is that of Lessor and Lessee and nothing contained herein shall be construed to make the parties hereto partners or joint venturers. -----

---Section Twenty-Five. Entire Agreement; Prior Leases Superseded; Memorandum and Recordation of Lease. -----

---This Lease expresses the entire agreement between the parties hereto with respect to the Premises and the Buffer Zone. This Lease shall supersede all other leases affecting the Premises and the Buffer Zone; -----

---Lessee, at its sole option, may record this Lease at anytime during its

term. All costs, notarial fees and documentary stamps related to the recordation of this Lease shall be paid for by Lessee. In such event, the parties shall execute such documents as may be necessary in order for this Lease to be properly recorded in the Registry of Property of the Commonwealth of Puerto Rico, at the discretion of Lessee. -----

---Section Twenty-Six. Brokers. -----

----Lessor and Lessee each represent to the other that they have dealt no finder or broker in connection with this Lease and the transactions provided herein. Each party agrees to save, indemnify and hold the other party harmless (which indemnity shall include the payment of attorney's fees) from and against the claim of any broker or finder alleging the right to a commission or other compensation on account of the transactions provided for herein because of dealings or communications of said person with the respective indemnifying party. -----

---Section Twenty-Seven. Governing Law and Choice of Forum. -----

----This Lease shall be governed by the laws of the Commonwealth of Puerto Rico, and the parties hereto expressly covenant and agree that they shall submit any and all controversies under this Lease to the courts of competent jurisdiction in the Commonwealth of Puerto Rico. -----

---Section Twenty-Eight. Successors and Assigns. -----

----This Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. -----

---Section Twenty-Nine. Partial Invalidity. -----

----If any provision of this Lease, or any portion of any provision, shall be found by a court to be invalid, unlawful or unenforceable, this Lease shall continue in full force and effect as if such provision or portion of such provision were not contained herein, unless such finding shall seriously impair the rights and economic conditions of either party, in which event the Lease, at either party's option, may be terminated, subject to Lessee's and postclosure rights and obligations. -----

---Section Thirty. Lessor's Right of Way.-----

---Lessor, accompanied by any officer or representative of Lessee, may enter the Premises during regular business hours for the purposes of inspecting the Premises, exhibiting the Premises for sale, lease, or mortgage financing. Lessor hereby agrees to notify Lessee a reasonable time in advance prior to said visit and in no way may the visit interfere with the operations of the Lessee and Lessor shall at all times comply with all applicable rules and regulations imposed by law or Lessee. -----

---Section Thirty-One. Writing.-----

----No waivers, alterations, amendments or modifications of this Lease shall be valid unless in writing and duly executed by both Lessor and Lessee. ----

---Section Thirty-Two. Estoppel Certificates.-----

----Lessee shall, without charge, at any time and from time to time, within seven days after request by Lessor, certify by written instrument, duly executed, acknowledged and delivered, to Lessor, or any other person, firm or corporation specified by Lessor: -----

-----a. that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications; -----

-----b. whether or not there are then existing any set-offs or defense against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of Lessee to be performed or complied with, and, if so, specifying the same: -----

-----c. the dates, if any, to which the rent and other charges hereunder have been paid in advance; -----

-----d. the date of expiration of the term; and -----

-----e. the rent then payable under this Lease. -----

---Lessor shall, without charge, at any time and from time to time, within seven days after request by Lessee certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Lease is

unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, the date of expiration of the term, the rent then payable under this Lease, and stating whether or not, to the best knowledge of the officer executing such certificate on behalf of Lessor, Lessee is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge. -----

---FOURTEENTH: The parties hereby request the Registrar of Property to record the Access Easement, the Restated Lease Agreement and the use right ("derecho de uso") in the Registry.-----

---FIFTEENTH: EPAC hereby acknowledges the right of PROTECO to assign the Restated Lease Agreement as provided by Section Twenty-Two (22) of the Restated Lease Agreement, and hereby expressly consents to the assignment and transfer of the Restated Lease Agreement to Peñuelas Valley Landfill, Inc. ("Assignee") as tenant under the Restated Lease Agreement; provided, however, that neither this assignment nor the acceptance of rent by EPAC from Assignee shall release, relieve or in any manner modify the obligations of PROTECO under the Restated Lease Agreement as it pertains to duties and obligations under the Restated Lease Agreement, and/or Ground Lease, prior to the date hereof.-----

---In connection with the assignment of the Restated Lease Agreement EPAC represents and warrants as follows: -----

----(i) The Restated Lease Agreement is in full force and effect according to its terms. -----

----(ii) There is no existing default by PROTECO or EPAC under the Restated Lease Agreement, and no event has occurred and is continuing which with the passing of time or the giving of notice or both would constitute a default under the Restated Lease Agreement, and should such

the undersigned notary; (b) that a certified copy of this Deed should be presented for recordation in the appropriate Section of the Registry of Property; (c) that there is a possibility that other documents affecting the rights herein created have been presented for recordation prior to the execution of this Deed between the date of the title report and the date of execution of this Deed, and/or the date of presentation of a certified copy of this Deed is made, and of the preference or seniority that said intervening liens, and/or rights may gain, by such prior execution or earlier presentation in the Registry of Property; (d) the desirability of verifying the status of liens and encumbrances on the Property as may appear from the Registry of Property on this date and of the adverse consequences which may result from the failure to do so; (e) that if the Property is located within a flood zone, any title holder or occupant of the same, present and future, is bound by law to observe and comply with the requirements and provision of the Regulation of Zones Susceptible to Floods, the warning that the violation of the same constitutes an illegal act, in accordance with the provisions of Act Number 11 of March eight (8), nineteen eighty-eight (1988) 23 L.P.R.A. §223(g); and (f) the possible existence of and pending of additional unrecorded statutory taxes (including the statutory legal mortgage in favor of the Commonwealth of Puerto Rico.). -----

---I, the Notary, do hereby certify that I have advised the appearing parties of the legal effects of this Deed and that each waived the right to have attesting witnesses present at its execution, after having being duly advised of such right. -----

---I, the Notary, also certify and attest that this Deed was read personally by each of the appearing parties, who having found it in accordance with their instructions, stipulations, terms, and conditions, approve and ratify the contents hereof, and confirm the statements contained herein as the true and exact embodiment of their agreements; and that thereupon each of the appearing parties affixes their initials on each and every page hereof and

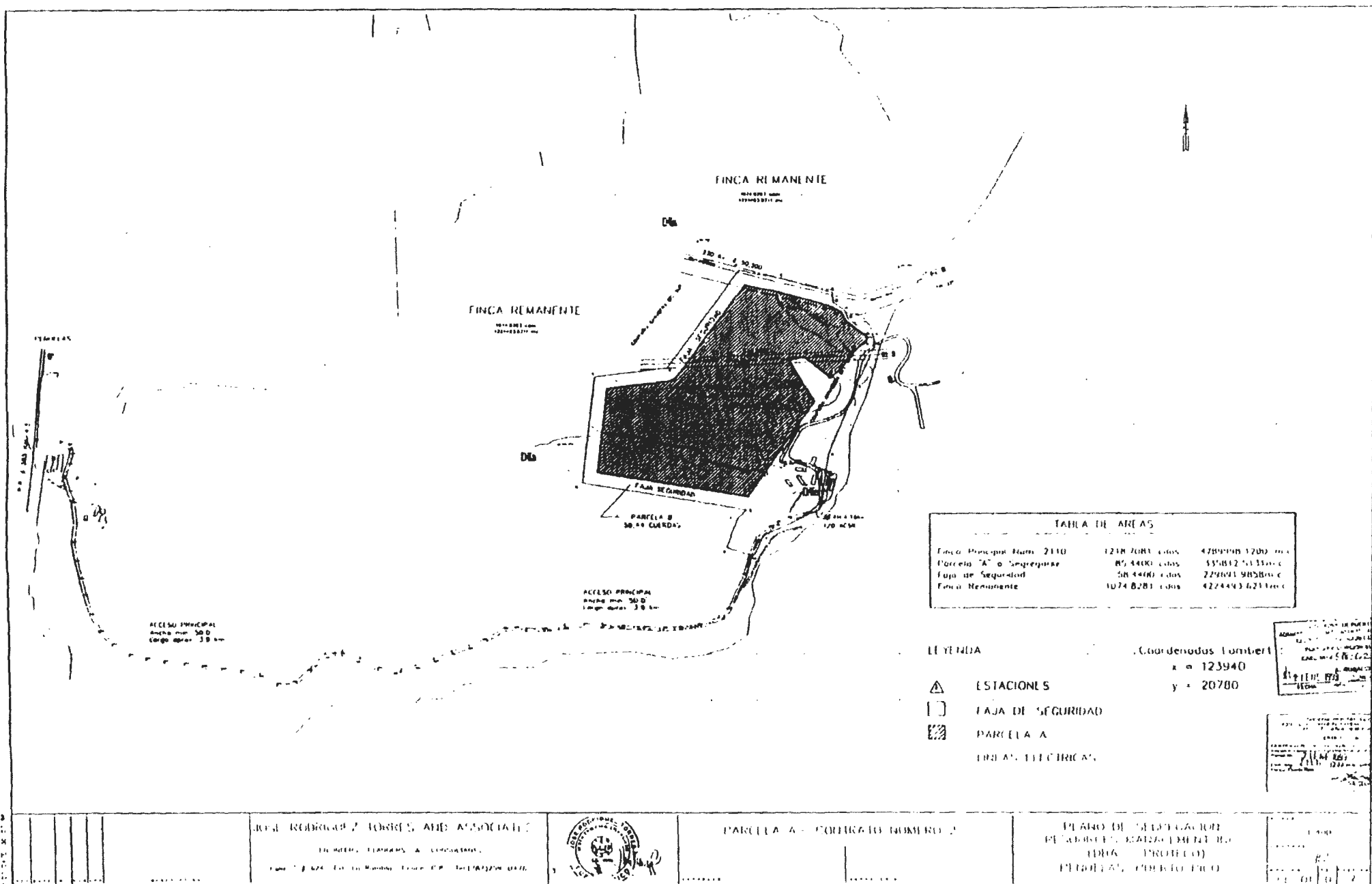
signs the original of this Deed, before me, the Notary. -----

---To all of which, under my signature and seal, and after signing, sealing,
marking and flourishing same according to law, I, the undersigned Notary,
ATTEST. -----

The foregoing simple copy
is an exact duplicate of
the original in the protocol
of the undersigned Notary
Public.

[Handwritten Signature]
Notary Public





The foregoing simple copy is an exact duplicate of the original in the protocol of the undersigned Notary Public



-----DEED NUMBER FORTY (40)

----- SEGREGATION, TRANSFER OF REAL PROPERTY, -----
----- CONSTITUTION OF ACCESS EASEMENT, -----
-----AMENDMENT AND RESTATEMENT OF LEASE -----
-----AGREEMENT, AND CONSTITUTION OF USE RIGHT -----

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-seventh (27th) day of April, nineteen hundred ninety-nine (1999). ---

-----BEFORE ME -----

---BRUNILDA R. SANTIAGO ACEVEDO, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in the Municipality of Guaynabo, Puerto Rico and offices located on the sixteenth (16th) floor of the Banco Popular Center Building, two hundred nine (209) Muñoz Rivera Avenue, in the Hato Rey Ward of the Municipality of San Juan, Puerto Rico. -----

-----APPEAR -----

---AS PARTY OF THE FIRST PART: ENVIRONMENT PRESERVATION ASSOCIATES CORPORATION (Employer Identification Number 66-0553767) a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as "EPAC"), represented herein by its President, Jorge Lucas Pérez Valdivieso Torruella (Social Security Number 581-46-1422) of legal age, single, attorney and resident of Ponce, Puerto Rico, whose authority to appear in this Deed of Segregation, Transfer of Real Property, Constitution of Access Easement, Amendment and Restatement of Lease Agreement and Constitution of Use Right (this "Deed") on behalf of EPAC, is set forth in a Certificate of Corporate Resolution the original of which shall be attached to the first certified copy of this Deed. -----

---AS PARTY OF THE SECOND PART: JORGE LUCAS PEREZ VALDIVIESO TORRUELLA (Social Security Number 581-46-1422) of legal age, single, attorney and resident of Ponce, Puerto Rico; LUCAS PEREZ VALDIVIESO TORRUELLA (Social Security Number 578-48-7944) and YESMIN CALIB FRAU, also known as Yesmin Galib

Exhibit 3

220 40 20 1 Tucks
D' 91 355

ROSA CARABALLO RODRIGUEZ
NOTARIO PUBLICO
FIRM DELIVERY
PONCE, PR 00731
TEL.: 836-1718



NUMERO: VEINTITRES
ESCRITURA DE:

SEGREGACIO Y COMPRAVENTA

OTORGADA POR: Compañía Ganadera del Sur Inc.

A FAVOR DE: Enviromental Preservation Associates Corp

8 DE Julio DE 1991

EN Peñuelas, PUERTO RICO

-----SEGREGACION Y COMPRAVENTA-----

-----NUMERO: VEINTITRES-----

EN LA CIUDAD DE PEÑUELAS, ISLA DE PUERTO RICO, a---
los ocho ----- (8) días del mes de julio de
mil novecientos noventiuno (1991).-----

-----ANTE MI-----

ROSA CARABALLO RODRIGUEZ, Abogada y Notario Público
de esta Isla, con vecindad y residencia en Ponce,--
Puerto Rico, y estudio abierto en esta ciudad.-----

-----COMPARECEN-----

DE LA PRIMERA PARTE: COMPAÑIA GANADERA DEL SUR,--
INC., una corporación organizada y existente bajo--
las leyes del Estado Libre Asociado de Puerto Rico,
seguro social número seis-seis-cero-dos-cero-och--
dos-cero-seis (660208206), con oficinas principales
en Peñuelas, Puerto Rico, representada en este acto
por su presidente, Lucas Pérez Valdivieso-----
Torruella, seguro social número quinientos setenta-
y ocho raya treintidós raya siete mil novecientos--
cuarenticuatro (578-48-7944), mayor de edad, casado
con Yesmín Galib Frau, agricultor y vecino de-----
Ponce, Puerto Rico, quien acreditará sus facultades
dónde y cuándo sea necesario y menester. Dicha---
corporación en adelante se denominará la-----
"Vendedora".-----

DE LA SEGUNDA PARTE: ENVIRONMENT PRESERVATION-----
ASSOCIATES CORPORATION, Número de Registro setenta-
y cinco mil quinientos cincuenta y siete (75,557)--
una corporación organizada y existente bajo las----
leyes del Estado Libre Asociado de Puerto Rico,---
representada en este acto por su secretario-----
tesorero, Abraham González Brun, seguro social-----



número quinientos ochenta y dos raya treintidós----
raya cinco mil novecientos tres (582-32-5903),-----
mayor de edad, soltero, contable y vecino de-----
Peñuelas, Puerto Rico, quien acreditará sus-----
facultades dónde y cuándo sea necesario y menester.
Dicha corporación en adelante se denominará la-----
"Compradora".-----

DOY FE de conocer personalmente a los comparecien--
tes y con relación a sus dichos la doy también de--
sus circunstancias personales. Los comparecientes--
me aseguran hallarse en el pleno goce y ejercicio--
de sus derechos civiles y teniendo, a mi juicio, la
capacidad legal necesaria para este otorgamiento,--
libremente-----

-----EXPONEN-----

PRIMERO: La Vendedora es dueña en pleno dominio de
la propiedad que se describe a continuación:-----

"RUSTICA: Predio de terreno ubicado en el Barrio--
Tallaboa Saliente, jurisdicción del pueblo de-----
Peñuelas, con un área superficial de CIEN (100)----
CUERDAS, equivalentes a treinta y nueve (39)-----
hectáreas, treinta (30) áreas, y treinta y nueve--
centiáreas. En lindes por el NORTE, con el camino--
Buena Vista, hermanos Lucas y Jorge Lucas Pérez---
Valdivieso Torruella y terrenos de Luis Sala; por--
el SUR, con los hermanos Lucas y Jorge Lucas Pérez-
Valdivieso Torruella; por el ESTE, con los hermanos
Lucas y Jorge Lucas Pérez Valdivieso Torruella y---
terrenos de Luis Sala; y por el OESTE, con los-----
hermanos Lucas y Jorge Lucas Pérez Valdivieso-----
Torruella y la Corporación Agrícola Peñolana."-----
---Remanente de la finca inscrita al folio cuarenta
(40) del tomo sesenta (60) de Peñuelas, finca-----
número dos mil doscientos dos (2,202), inscripción-
primera (1ra).-----

TITULO Y CARGAS: Inscrita a favor de Compañía-----
Ganadera del Sur, Inc., por compra que de la misma-
hiciera a Concepción Pérez Valdivieso y otros,-----
según consta de la escritura número treinta y seis-
(36), otorgada en Ponce, Puerto Rico, el cinco (5)-
de mayo de mil novecientos cincuenta y cuatro-----
(1954), ante el Notario Raúl Matos.-----



---Afecta a derecho de servidumbre a favor del-----
Estado Libre Asociado de Puerto Rico y servidumbre-
de paso a favor de la finca de Luis Díaz Velázquez.
---Afecta además a hipoteca constituida sobre esta-
finca y otras, en garantía de pagaré por la suma---
principal de Setecientos Sesenta Mil Dólares-----
(\$760,000.000) de principal, devengando intereses--
al ocho y medio por ciento anual (8 1/2%),-----
vencedero a los treinta (30) años, a favor de The--
Federal Land Bank of Baltimore, según consta de la-
escritura número doscientos treintiuno (231),-----
otorgada en Ponce, Puerto Rico, el día veintiuno---
(21) de diciembre de mil novecientos setentiocho---
(1978), ante el notario público Armando Irizarry---
Hernández, inscrita al folio cuarentiocho (48) del-
tomo ochenticuatro (84) de Peñuelas, inscripción---
octava (8va). En dicha hipoteca no se divide la---
responsabilidad hipotecaria. Afecta además a con--
trato de arrendamiento constituido por la escritura
número uno (1), otorgada en Peñuelas, Puerto Rico,-
el diecisiete (17) de septiembre de mil novecientos
ochenta y uno (1981), ante el notario público-----
Francis Torres Fernández, a favor de Servicios-----
Carbareón, Inc. ("Carbareón"), por término de seis-
(6) años, comenzando el primero de junio de mil----
novecientos ochenta y uno (1981) y terminando el---
treintiuno (31) de mayo de mil novecientos ochenti-
siete (1987), prorrogable por cuatro (4) períodos--
de sucesivos de seis (6) años cada uno, para un---
total de treinta (30) años, "for the use and-----
occupancy of the demised premises \$1,500.00 per---
month. In addition to rent hereinabove agreed to--
be paid by Carbareón, lease shall pay to Ganadera--



and additional rental in an amount equal to \$1,500-
for each additional which in excess of ten per-----
month that enters the waste site for the purpose of
disposing waste in the demised premises", inscrito-
al folio cincuenta (50) del tomo ochenta y cuatro--
(84) de Peñuelas, finca número dos mil doscientos--
dos (2,202), inscripción novena (9na.). Por la----
escritura número diez (10) otorgada en San Juan,---
Puerto Rico, el cinco (5) de marzo de mil novecien-
tos ochenta y seis (1986), ante el notario público-
Blas R. Ferraiuoli Martínez, se enmienda el con----
trato de arrendamiento antes relacionado, inscrita
al folio cuarenta y uno (41) del tomo ciento vein--
tiocho (28) de Peñuelas, finca número dos mil dos--
cientos dos, inscripción décima (10ma.). Por la--
escritura número dieciséis (16), otorgada en San---
Juan, Puerto Rico, el seis (6) de noviembre de mil-
novecientos ochenta y seis (1986), ante el notario-
público José A. Axtmayer, por la que Protección----
Técnica Ecológica Corporation (PROTECO), conocida--
por Servicios Carbareon, Inc., por la que en este--
estado aceptan y clarifican las restricciones del--
arrendamiento, según nota al margen de la referida-
inscripción décima (10ma.) Por la escritura número
dos (2), otorgada en San Juan, Puerto Rico, el once
(11) de marzo de mil novecientos ochenta y siete---
(1987), ante el Notario público Libertario Pérez---
Rodríguez, por la que PROTECO cede el derecho de--
arrendamiento a favor del Banco Gubernamental de---
Fomento para Puerto Rico, inscrita al folio cua----
renta y seis (46) vuelto del tomo ciento veintiocho
(128) de Peñuelas, inscripción décimo segunda-----
(12a.) .-----



SEGUNDO: Los Vendedores por la presente segregan--
de la finca de su propiedad descrita en el Hecho---
Primero de esta escritura, una parcela de doscien--
tas cuarenta y dos (242) cuerdas, la cual se des---
cribe como sigue y solicitan del señor Registrador--
de la Propiedad de Puerto Rico, Sección II de-----
Ponce, que inscriba dicha propiedad como finca-----
aparte y con número diferente:-----

"RUSTICA: Predio de terreno ubicado en el Barrio--
Tallaboa Saliente del término municipal de-----
Peñuelas, Puerto Rico, dedicado a pastos, con una--
cabida superficial de CINCUENTA Y OCHO (58)-----
CUERDAS, equivalentes a veintidós (22) hectáreas,--
setenta y nueve (79) áreas, sesenta y dos (62)-----
centiáreas, y sesenta y dos (62) miliáreas. En---
lindes por el Norte con el Camino Buena Vista y la--
Compañía Ganadera del Sur, Inc.; por el Sur, con---
los hermanos Lucas y Jorge Lucas Pérez Valdivieso--
Torruella; por el Este, con los hermanos Lucas y---
Jorge Lucas Pérez Valdivieso Torruella y la-----
Compañía Ganadera del Sur, Inc.; y por el Oeste,---
con la Compañía Agrícola".-----

TERCERO: La finca principal, luego de practicada--
la segregación antes mencionada, queda descrita de--
la siguiente forma:-----

"RUSTICA: Predio de terreno ubicado en el Barrio--
Tallaboa Saliente, jurisdicción del pueblo de-----
Peñuelas, con un área superficial de CUARENTA Y DOS
(42) CUERDAS, equivalentes a dieciséis (16) hectá--
reas, cincuenta (50) áreas, setenta y seis centiá--
reas y treinta y ocho (38) miliáreas, integrada por
dos cuerpos que se describen así:-----

PARCELA A: Predio de terreno ubicado en el Barrio--
Tallaboa Saliente, término municipal de Peñuelas,--
Puerto Rico, y dedicado a pastos y malezas, con un--
área superficial de nueve (9) cuerdas, equivalentes
a tres (3) hectáreas, cincuenta y tres (53) áreas,--
setenta y tres (73) centiáreas, y cincuenta y una--
(51) miliáreas. En lindes por el NORTE, con la---
Parcela B de la Compañía Ganadera del Sur, Inc.;---
por el Sur con los hermanos Lucas y Jorge Lucas---
Pérez Valdivieso Torruella; por el ESTE, con los---
hermanos Lucas y Jorge Lucas Pérez Valdivieso-----
Torruella; y por el OESTE, con Environment-----
Preservation Associates Corporation y los hermanos--
Lucas y Jorge Lucas Pérez Valdivieso Torruella."---

PARCELA B: Predio de terreno ubicado en el Barrio--
Tallaboa Saliente, término municipal de Peñuelas,--
Puerto Rico, y dedicado al manejo y disposición de--
desperdicios, con un área superficial de treinta y--
tres (33) cuerdas, equivalentes a ciento veinti---
nueve mil setecientos dos punto ochenta y siete---
metros cuadrados (129,702.87 m/c), equivalentes a--
doce (12) hectáreas, noventa y siete (97) áreas,---

dos (02) centiáreas, y ochenta y siete (87)-----
miliáreas. En lindes por el NORTE, terrenos de los
hermanos Lucas y Jorge Lucas Pérez Valdivieso-----
Torruella y Luis Sala; por el Sur, con la Parcela A
de la Compañía Ganadera del Sur, Inc.; por el ESTE,
con los hermanos Lucas y Jorge Lucas Pérez-----
Valdivieso Torruella y Luis Sala; y por el OESTE,--
con los hermanos Lucas y Jorge Lucas Pérez-----
Valdivieso Torruella."-----
---Remanente de la finca inscrita al folio cuarenta
(40) del tomo sesenta (60) de Peñuelas, finca-----
número dos mil doscientos dos (2,202), inscripción-
primera (1ra).-----

CUARTO: Los comparecientes manifiestan que conocen
plenamente las cargas y gravámenes que aparecen del
Registro de la Propiedad, específicamente en lo que
se refiere al arrendamiento a favor de Carbareón,--
también identificada como PROTECO y Resources-----
Management Incorporated, y al hecho de que dicho---
arrendamiento se modificó para limitarlo a treinta-
y tres cuerdas de la finca descrita en el Hecho----
Número de esta escritura.-----

QUINTO: La Vendedora y la Compradora han convenido
la compraventa de la finca que por la presente-----
escritura se segrega según ha quedado descrita en--
el Hecho Segundo de esta escritura, sujeta a las---
servidumbres inscritas a esta fecha y a las-----
siguientes condiciones:-----

A) La Vendedora por la presente vende, cede y----
traspasa a favor de la Compradora la finca segre---
gada y descrita en el Hecho Segundo de esta escri--
tura, con todos sus usos, derechos, servidumbres y-
pertenencias, para que ésta la use, goce y disfrute
como su legítima y única dueña, transmitiéndole el-
pleno dominio y posesión sobre la misma, sin limi--
tación de clase alguna.-----

B) Constituye el precio de esta compraventa la---
suma ajustada y convenida de OCHO MIL QUINIENTOS---
DOLARES (\$8,500.00). La Vendedora, Compañía-----



Ganadera del Sur, Inc., manifiesta haber recibido--
de manos de la Compradora, Environment Preservation
Associates Corporation, con anterioridad a este----
acto la suma acordada, en moneda de curso legal de-
los Estados Unidos de América ("U.S. Currency"),---
siendo tanto las comparecientes como sus represen-
tantes de las mismas circunstancias que las expre-
sadas en la presente escritura, por cuya suma la---
Vendedora le otorga a la Compradora el más eficaz--
recibo y resguardo en forma.-----

-----ACEPTACION-----

---Los comparecientes aceptan la presente escritura
y así lo dicen y otorgan ante mí, después de yo, la
Notario, haberles hecho las advertencias legales---
pertinentes.-----

---Los otorgantes leen por sí mismos la presente---
escritura, hallándola conforme, la ratifican y----
firman todos, escribiendo además sus iniciales en--
todos los folios de la misma.-----

---De todo lo cual así como del conocimiento-----
personal de los comparecientes y de sus circunstan-
cias personales y de lo demás que aseguro o refiero
en este instrumento público, Yo, la Notario, DOY---
FE.-----



(Firmados): Lucas Pérez Valdivieso Torruella y----

Abraham González Brun-----

(Firmado, signado, sellado y rubricada): ROSA

CARABALLO RODRIGUEZ-----

-----Aparecen las iniciales de los otorgantes en todos y cada uno de los folios del original de esta escritura y la firma de todos y está--sellada y rubricada en todas sus hojas. Hay--cancelados en su original los correspondientes sellos de Rentas Internas y el Impuesto Notarial del Ilustre Colegio de Abogados de Puerto Rico. Es copia FIEL Y EXACTA de su original, obrante en mi Protocolo de Instrumentos Públicos del año en curso, bajo el número indicado en esta Notaría a mi cargo y a que me remito. En fe de ello y--pues de las partes interesada, expido la---primera copia certificada en Peñuelas, Puerto-Rico, el mismo día, mes y año de su otorgamiento. DOY FE.-----

-----Doy Fe y Certificó que el original de esta-escritura consta de siete----folios.-----

Inscrito este documento en cuanto al Brumado al folio 440 de del tomo 84 de Deñuelas Fines #3302 almasa de 1911 8



Inscrito este documento al folio 118 del tomo 161 de Peñuelas Fines #6040 int #1 afecta a las siguientes cargas servidumbre de paso a favor de la Fina de Luis Díaz Velázquez; servidumbres a favor del Estado Libre Asociado de P.R.; Hipoteca a favor de The Federal Land Bank of Baltimore por la suma de \$760,000.00. afecta además a contrato de arrendamiento a favor de Servicios Caraballo Inc antes hoy Protección Técnica Ecológica Corporation al cual fue enmendado según la inscripción 10. Ponencia 12 de Julio de 1991. Dnos #32.50

Brosval Chemical, Inc.

REGISTRO DE LA PROPIEDAD DE PONCE	
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CERTIFICACION
DE
RESOLUCION CORPORATIVA

Yo, Lúz Enid Roman Collazo, Secretario-Auxiliar de la corporación Compañía Ganadera del Sur, Inc., por la presente CERTIFICO, que en reunion de la Junta de Directores de la corporación, efectuada el 29 de junio de 1991, habiendo quorum, se aprobo la siguiente - - -

RESOLUCION

Resuélvase, como por la presente se resuelve, autorizar la comparecencia del Presidente de la corporación, el Sr. Lucas Perez Valdivieso Torruella en una escritura de Segregación y Comparventa, para la venta de un predio de terreno de 58 cuerdas a la corporacion Environmental Protection Associates Corporation.

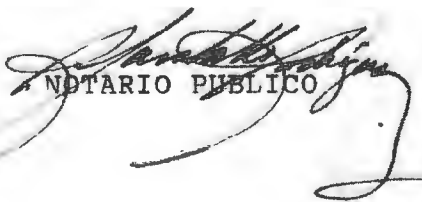
Y PARA QUE ASI CONSTE, firmo la presente CERTIFICACION, en Peñuelas, Puerto Rico, hoy día 8 de junio de 1991.



LUZ ENID ROMAN COLLAZO
SECRETARIO AUXILIAR

AFFIDAVIT NUM. 4523

Jurado y Suscrito ante mí por Luz Enid Roman Collazo, quien es mayor de edad, soltera, ejecutiva, y vecina de Ponce, Puerto Rico. Dada en Peñuelas, Puerto Rico, hoy día 8 de junio de 1991.


NOTARIO PUBLICO





Relacionado a:

Folio: 118

Tomo 161 Penúclas

Fine # 6040

Ins #1

Ponce 9 12/Julio/91

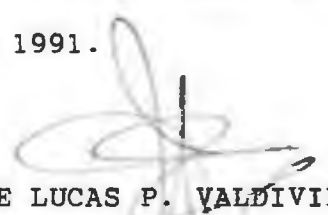
CERTIFICACION
DE
RESOLUCION CORPORATIVA

Yo, Jorge Lucas Perez Valdivieso Torruella, Secretario-Auxiliar de la corporacion Environmental Protection Associates Corporation por la presente CERTIFICO que en reunion de la Junta de Directores de la corporación, el 29 de junio de 1991, habiendo quorum, se aprobo la siguiente - - -

RESOLUCION

Resuélvase, como por la presente se resuelve, autorizar la comparecencia de Abraham Gonzalez Brun, Secretario-Tesorero de la corporacion en una escritura de Segregacion y Compraventa de un predio de terreno de 58 cuerdas, a adquirirse de la Compañia ganadera del Sur, Inc.

Y PARA QUE ASI CONSTE, firmo la presente CERTIFICACION, en Peñuelas, Puerto Rico, hoy día 8 de julio de 1991.


JORGE LUCAS P. VALDIVIESO TORRUELLA
SECRETARIO-AUXILIAR

AFFIDAVIT NUM. 4522

Jurado y Suscrito ante mi por Don Jorge Lucas Perez Valdivieso Torruella, quien es mayor de edad, soltero, abogado y vecino de Ponce, Puerto Rico. Dada en peñuelas, Puerto Rico, hoy día 8 de julio de 1991.


NOTARIO PUBLICO



Relacionado al:

Folio: 118

Tomo 161 Ponúcks

Sinca # 6040

Vol # 1

Ponce 9 12/Julio/91

NOTIFÍQUESE AL NOTARIO

Lado. _____

Dirección _____

Teléfono _____

NOMBRE DEL PRESENTANTE

Scds. Jorge Lucas Voldemere

Dirección _____

Aptdo. 1144

Teléfono _____

San Juan, P.R. 00624-1144

TEL. 836- 1707



Exhibit 4

The foregoing simple copy
is an exact duplicate of
the original in the protocol
of the undersigned Notary
Public.



----- DEED NUMBER FORTY-ONE (41) -----

----- ASSIGNMENT OF LEASEHOLD INTEREST -----

---In the city of San Juan, Commonwealth of Puerto Rico, this twenty-seventh (27th) day of April, nineteen hundred ninety-nine (1999).-----

----- BEFORE ME -----

---BRUNILDA R. SANTIAGO ACEVEDO, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in the Municipality of Guaynabo, Puerto Rico, and offices on the sixteenth (16th) floor of the Banco Popular Center Building, two hundred nine (209) Muñoz Rivera Avenue, in the Hato Rey Ward of the Municipality of San Juan, Puerto Rico. -----

----- APPEAR -----

---AS PARTY OF THE FIRST PART: RESOURCES MANAGEMENT, INC. (Employer Identification Number 66-0326118), a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, doing business under the name Protección Técnica Ecológica Corp. or PROTECO, (hereinafter at times referred to as the "Tenant" or the "Assignor"), represented herein by its Vice President, Ivelisse Estrada Rivero (Social Security Number 581-51-6289) of legal age, single, executive, and resident of San Juan, Puerto Rico, whose authority to appear and execute this Deed of Assignment of Leasehold Interest (this "Deed") on behalf of Tenant is attested to by means of a Certificate of Corporate Resolution, the original of which shall be attached to the first certified copy of this Deed. -----

---AS PARTY OF THE SECOND PART: PEÑUELAS VALLEY LANDFILL, INC., Employer Identification Number being requested, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as the "Assignee"), represented herein by its authorized representative, Joseph Angel Ruiz, Jr. (Social Security Number 265-84-5036), of legal age, married, a business

executive, and resident of San Juan, Puerto Rico, whose authority to appear and execute this Deed on behalf of Assignee is attested to by means of a Certificate of Corporate Resolution, the original copy of which shall be attached to the first certified copy of this Deed. -----

---I, the Notary, hereby certify that I personally know the persons appearing herein as representatives of the above described parties, and, based on their statements, I further certify as to their legal age, civil status, professions and place of residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed. Wherefore, the appearing parties, out of their own free will, -----

-----**SET FORTH**-----

---**FIRST: The Property.** Assignor leases certain premises from Environmental Preservation Associates Corporation ("**Landlord**"), which premises Landlord has represented that it owns in fee simple ("**pleno dominio**") and which are described in the Registry of Property of Puerto Rico, Second Section of Ponce (the "**Registry of Property**"), in Spanish, as follows (the "**Demised Premises**"): -----

---- "**RUSTICA:** Predio de terreno identificado como Parcela A en el plano de inscripción, situado en el Barrio Tallaboa Saliente del término municipal de Peñuelas, Puerto Rico, con una cabida de ochenta y cinco punto cuatro cuatro cero cero (85.4400) cuerdas, equivalentes a trescientos treinta y cinco mil ochocientos doce punto cinco uno tres uno (335,812.5131) metros cuadrados. En lindes, por el Norte en mil cuatrocientos sesenta y nueve punto tres uno (1,469.31) metros cuadrados con la franja de seguridad identificada como "Parcela B" en el plano de inscripción; por el Sur, en mil seiscientos treinta y uno punto tres siete (1,631.37) metros cuadrados con la Parcela B; por el Este, en dos mil ochocientos ochenta y seis punto cuatro dos (2,886.42) metros cuadrados con la Parcela B; y por el Oeste, en dos mil novecientos treinta y dos punto dos tres (2,932.23) metros cuadrados con la Parcela B." -----

---The Demised Premises consist of a parcel of land segregated from property number two thousand one hundred ten (2,110) recorded in the Registry of Property, in the Mobile Folio ("**Folio Móvil**") of Peñuelas, twenty-first (21st) inscription. -----

---**SECOND: Title to the Demised Premises.** The Demised Premises

was acquired by Landlord by Deed Number Forty (40). Deed of Segregation, Transfer of Real Property, Constitution of Access Easement, Amendment and Restatement of Lease Agreement and Constitution of Use Right (hereinafter referred to as "**Deed of Restated Lease**"), executed before the undersigned Notary Public on this same date which will be presented for recordation in the Registry of Property simultaneously with this Deed. -----

---**THIRD: The Lease**. Pursuant to the terms of the restated lease agreement (the "**Restated Lease Agreement**") set forth in the Deed of Restated Lease. Tenant at present leases the Demised Premises from Landlord. -----

---The term of the Restated Lease Agreement commenced on January one (1), nineteen hundred ninety-seven (1997) and terminates on December thirty-one (31), two thousand sixteen (2016) unless extended as more particularly described in the Deed of Restated Lease. -----

---**FOURTH: Assignment of Lease**. In order to comply with and carry out the terms of a certain Asset Purchase Agreement entered into by and between Assignor and Assignee (as Seller and Buyer, respectively), dated May fifteen (15), nineteen hundred ninety-seven (1997), Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Restated Lease Agreement, as tenant, for the remainder of the term thereof, including any renewals or extensions, subject to the terms and conditions set forth therein (hereinafter the "**Leasehold Estate**"). Assignee hereby accepts the assignment of the Leasehold Estate from Assignor and hereby assumes all rights, duties and obligations of Assignor under the Restated Lease Agreement from the date hereof, including the use of the Demised Premises and the payment of rent and any other charges appertaining to and hereupon accruing under the Restated Lease Agreement. -----

---**FIFTH: Representations and Warranties of Assignor**. Assignor

hereby represents and warrants to Assignee as follows: -----

----- (i) Concurrently herewith, Assignor has delivered to Assignee a true and complete simple copy of the Deed of Restated Lease and all of the agreements between Assignor, as tenant, and Landlord that relate to, affect the occupancy of, or create and/or affect the rights to the occupancy of the Demised Premises. -----

----- (ii) The Leasehold Estate is free and clear of liens and encumbrances, except for those mentioned in the Deed of Restated Lease. -----

----- (iii) The Restated Lease Agreement is in full force and effect according to its terms. -----

----- (iv) All rents or other amounts (including additional rents and other charges) provided for and accruing under the Restated Lease Agreement up to the date hereof have been fully paid to Landlord by Assignor. -----

----- (v) There is no existing default by Assignor under the Restated Lease Agreement, or in the performance of any of its terms, covenants, conditions or warranties, and no material event has occurred and is continuing which with the passing of time or the giving of notice or both would constitute a default under the Restated Lease Agreement. -----

---**SIXTH: Consent by Landlord.** Landlord granted its consent to the assignment of the Leasehold Estate to Assignee in paragraph FIFTEENTH of the Deed of Restated Lease; however, neither this assignment nor the acceptance of rent by Landlord from Assignee shall release, relieve or in any manner modify the obligations of Assignor under the Restated Lease Agreement as it pertains to duties and obligations under the Restated Lease Agreement accruing prior to the date hereof. -----

---**SEVENTH: Transfer of Leasehold Estate.** Legal title to the Leasehold Estate is hereby delivered to Assignee without any formality other than the execution of this Deed. -----

---EIGHTH: Assignment Value. For purposes of recording, this Assignment in the Registry of Property, it shall have a value of One Thousand Dollars (\$1,000.00). -----

---NINTH: Assignee hereby acknowledges that the last paragraph of Paragraph FIFTEENTH of the Deed of Restated Lease provides that Landlord has agreed to release PROTECO from any and all obligations arising on or after the effective date of the assignment under the Restated Lease Agreement. -----

---TENTH: The execution of this Deed shall not constitute a waiver or admission of any claim or modify in any manner any right of the parties in Civil Case Number KPE 99-0763 (907) which is pending before the Superior Court of Puerto Rico, San Juan Part. -----

----- **ACCEPTANCE** -----

---The appearing parties, through their respective representatives, do hereby ratify and accept this Deed as drafted and confirm that the same has been drafted in accordance with their instructions. -----

---I, the Notary, hereby certify and attest that this Deed was read by each of the parties appearing herein; that I advised each one of them of their right to have witnesses present at the execution of this Deed, which right they all waived; that I advised them of the legal effects of this Deed; that they acknowledged that they understood the contents of this Deed and its legal effect and that they are fluent in the English language; and that thereupon they signed this Deed before me and affixed their initials to --- each and every page hereof to which fact and to all other matters hereinabove stated, I, the Notary, do hereby ATTEST. -----

The foregoing simple copy
is an exact duplicate of
the original in the protocol
of the undersigned Notary
Public.

Notary Public






Exhibit 5

GROUND LEASE

This AGREEMENT is made and entered into as of this 1st day of January, 1997 by and among COMPAÑIA GANADERA DEL SUR, INC. ("Ganadera"), a Puerto Rico corporation represented herein by its duly authorized President, Lucas P. Valdivieso, BROSVAL CHEMICALS, INC. ("Brosval"), a Puerto Rico corporation represented herein by its duly authorized President, Lucas P. Valdivieso, ENVIRONMENT PRESERVATION ASSOCIATES CORPORATION ("EPAC"), a Puerto Rico corporation represented herein by its duly authorized President, Jorge Lucas P. Valdivieso, Jr., (Ganadera, Brosval and EPAC are hereinafter sometimes collectively referred to as "Lessor") and RESOURCES MANAGEMENT, Inc. d/b/a PROTECO, a Puerto Rico corporation represented herein by its duly authorized Vice President, Ivelisse Estrada Rivero, (hereinafter "Lessee" or "PROTECO").

WITNESSETH:




 **WHEREAS**, on August 16, 1983, Brosval (formerly Ganadera) and Lessee (formerly Servicios Carbareón, Inc.), entered into a certain lease agreement for a parcel of land of approximately 100 "cuerdas" located at the Tallaboa Saliente Ward of the Municipality of Peñuelas, as amended on the date hereof pursuant to First Amendment to Lease Agreement to provide that the land subject to such lease is limited to three parcels of land with an aggregate area of 35.43 "cuerdas", as described in Exhibit A thereto (such agreements are hereinafter collectively referred to as the "Existing Lease Agreement", a copy of which is attached hereto for convenience of reference);  

WHEREAS, as consideration for amending the Existing Lease Agreement as described above, Lessor and Lessee desire to enter into this Ground Lease providing for the lease of a 69.49 "cuerdas" parcel of land that is more fully described herein, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties agree to the following:

1. **LEASE:** Lessor does hereby grant and lease unto Lessee, and Lessee does hereby accept and lease from Lessor the premises hereinafter described pursuant to the terms and conditions set forth below.

2. **PROPERTY DESCRIPTION:** The real estate leased herein (the "Premises") consist of a parcel of land of 69.49 "cuerdas" located at the Tallaboa Saliente Ward, Municipality of Peñuelas, Puerto Rico, being more particularly described in Exhibit A hereto. The Premises are located within one or more of the following tracks of Land:

- 
- 
- 
- a. Property number 2202 recorded at page 50 of volume 84 of Peñuelas in favor of Brosval who acquired it from Ganadera pursuant to Deed Number Twenty-Nine executed on October 11, 1996 before Notary Rosa Caraballo Rodríguez.
 - b. Property Number 6039 recorded at page 112 of volume 161 of Peñuelas in favor of Corporación Agrícola Peñolana, Inc. ("CAPI"). This property was

transferred from CAPI to EPAC pursuant to Deed Number Thirty Seven executed in December, 1996 before Notary Rosa Caraballo Rodríguez.

- c. Property Number 6040 recorded at page 118 of volume 161 of Peñuelas in favor of EPAC.

As consideration for Lessee entering into this Lease, Lessor hereby covenants and agrees with Lessee to maintain at all times during the term of this Lease a "buffer zone" around the perimeter of the Premises consisting of the area indicted in Exhibit A-1 hereof for such purpose. Lessee may request Lessor at any time during this Lease to extend such "buffer zone" beyond the area indicated in Exhibit A-1 hereof but only to the extent such area is required by Lessee to comply in all respects with any applicable legal requirements concerning the use of the Premises as a Disposal Facility (as hereinafter defined); provided, however, that to the extent that any such legal requirement results in a material increase (more than 25%) in the aggregate area of the "buffer-zone", the parties agree to renegotiate in good faith the amount of rent payable by Lessee to Lessor hereunder. Anything herein to the contrary notwithstanding, Lessee shall have the right (without the payment of any additional rent) to make any alterations, modifications, changes or improvements (including the construction of office buildings and other support facilities) within the above "buffer zone" in order to permit Lessee to maximize the use of the Premises as a Disposal Facility.

3. **TERM:** Lessee shall have and hold the Premises, with all the appurtenances thereto and improvements thereon or hereinafter constructed, for a term of twenty (20) years, commencing on the first (1st) day of January, 1997 (the "Commencement Date").

4. **RENT:** As consideration for entering into this Agreement, Lessee agrees to pay to Lessor on the date hereof, the sum of FIVE THOUSAND DOLLARS (\$5,000). Starting on the Commencement Date, Lessee agrees to pay Lessor as rent for the Premises, until the expiration of this Lease, the sum of SIXTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$66,400) per Lease Year for the first five years of this Lease, payable on the first day of every calendar month, in equal monthly installments of FIVE THOUSAND FIVE HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS (\$5,533.33) per month. Thereafter, Lessor's annual rent will increase as follows: for the period commencing on January 1, 2002 and ending on December 31, 2006, Lessor's annual rent shall be the sum of SEVENTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$76,400) per Lease Year, and for the period commencing on January 1, 2007 and ending on the last day of the initial term of this Lease, Lessor's annual rent shall be the sum of NINETY SIX THOUSAND FOUR HUNDRED DOLLARS (\$96,400) per Lease Year, in each case also payable in equal monthly installments on the first day of every calendar month.

Tenant shall have the right to extend the term of this Lease for two additional periods of five (5) years each. Lessee shall notify Lessor in writing not less than 90 days prior to the expiration of the current term of this Lease whether it intends to exercise the next five year option. During the term of each option,

if exercised, Lessee agrees to pay Lessor as rent for the Premises, until the expiration of this Lease, the sum of ONE HUNDRED SIX THOUSAND FOUR HUNDRED DOLLARS (\$106,400) per Lease Year during the first five year option and ONE HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED DOLLARS (\$121,400) per year during the second five year option, in each case payable in equal monthly installments of EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$8,866.66) and TEN THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND SIXTY SIX CENTS (\$10,116.66), respectively per month payable on the first day of every calendar month.

For purposes of the foregoing provisions, the term "Lease Year" shall mean each consecutive twelve (12) month period commencing on the Commencement Date.

Anything herein to the contrary notwithstanding, the aggregate amount of rent to be paid by Lessee to Lessor under this Agreement and the Existing Lease Agreement (irrespective of whether such agreement has expired by its terms) shall be as follows: for the period from the Commencement Date and ending on December 31, 2002, the sum of SEVENTY THOUSAND DOLLARS (\$70,000) per Lease Year; for the period from January 1, 2003 to December 31, 2007, the sum of EIGHTY THOUSAND DOLLARS (\$80,000) per Lease Year; for the period from January 1, 2008 to the end of the initial term of this Lease, the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000); during the first five year option, the sum of ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000) per Lease Year; and, during the second five year option, the sum of ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000) per Lease Year. For purposes of this Paragraph, to the


extent Lessor exercises its rights under Paragraph 11 of the Existing Lease Agreement, the amounts paid by Lessee to Lessor under such Paragraph shall constitute and be considered as rent in making the above calculation.



5. **USE PERMITS:** Lessee shall have the right to use the Premises for the construction and operation of an industrial non-hazardous solid waste landfill, waste storage, treatment, processing and disposal facility (such uses hereinafter collectively referred to as a "Disposal Facility") and for all related uses (including, but not limited to those expressly set forth in Paragraph 6 hereof), provided Lessee, at its sole cost and expense, shall be responsible for complying with all applicable statutes, ordinances, rules, regulations and orders in effect regulating the use of the Premises by Lessee as a Disposal Facility. Lessor hereby authorizes Lessee, at Lessee's expense, to apply for and attempt to secure such zoning classification, access to suitable public roads, utility connections, consents of property owners, and such building and other governmental permits as may be necessary to permit Lessee to construct, maintain and operate a Disposal Facility upon the Premises in accordance with such site, engineering and operating plans as Lessee shall determine. Any such application may be in Lessee's name or Lessor's name (for the benefit of Lessee), or both (for the benefit of Lessee), as may be necessary or appropriate, and Lessor agrees to cooperate fully and in good faith in this regard. Lessee shall act promptly and proceed with reasonable diligence in applying for and attempting to secure the zoning classification, access, utility

connections, consents of property owners and governmental permits described above.


6. **CONSTRUCTION OF IMPROVEMENTS AND UTILITIES:** Lessee, at its sole cost and expense, shall have the right to make any alterations, modifications, changes or improvements to the Premises including, without limitation, demolition of existing facilities without replacement thereof and renovation of any existing facilities. Lessor, in turn, shall provide access for any and all utility services through any existing right-of-way as per the Existing Lease Agreement. In addition, Lessor shall provide access to the Premises through the existing access road as described under the Existing Lease Agreement and shall allow Lessee to construct on any adjoining real property owned by any of the Lessors, surface water management drainage channels outside the boundaries of the Premises, as may be necessary on account of the topography and in order to optimize the utilization of the Premises as a Disposal Facility in compliance with applicable regulations; provided, however, that any such work shall not leave any portion of the properties involved without reasonable access to such properties. Lessee shall pay for all utilities contracted for by Lessee to provide services to the Premises. Subject to the foregoing, Lessee shall have (1) the right to construct on the Premises roads, berms, ditches, stream diversions, embankments, temporary waste holding and storage facilities, office structures, laboratories, equipment shelters and any and all other facilities or land improvements necessary or required for Lessee's operations; (2) the right to excavate, extract and remove from the Premises, gravel, soil, clay and all other minerals, materials and substances of any nature



whatsoever (whether solid, liquid or gaseous) produced at or under the Premises or emanating therefrom incidental to the utilization of the Premises as a Disposal Facility (title to all of such substances being, upon extraction thereof from the Premises, the sole and exclusive property of Lessee); (3) the right to drill and establish water wells, install utilities, such as, but not limited to, electric lines, sewer lines, gas lines, underground storage tanks and telephone lines; (4) the right to carry out on the Premises all energy production, reclamation and waste handling, storage, treatment, disposal and similar operations, including, but not limited to, ponding, cover stockpiling, fill and cover placement and compaction, drainage, pollution and nuisance prevention; (5) the right to deposit within the Premises, subject to applicable permits all manner and form of non-hazardous solid and liquid waste and materials.

 7. **WARRANTY:** Lessor covenants and agrees with Lessee that Lessor is the lawful owner of the real estate described in Exhibit A, that the same is free and clear of all covenants, conditions, restrictions, easements, liens, and encumbrances, except as described in Exhibit B attached hereto and made a part hereof, and that Lessor will defend its title to the Premises against all claims whatsoever. Lessor further covenants and agrees that Lessee, by paying the rents and observing and keeping the covenants on this Lease on its part to be kept, shall lawfully and peacefully, hold, occupy and enjoy the Premises during the term hereof, without any let, hindrance or molestation by Lessor, or by any other person or persons whomsoever. Lessor also covenants and agrees that the Premises are free of all tenancies, whether oral or

written, and that Lessee shall have actual and sole possession of the Premises during the term of this Lease. Within a reasonable time after the execution of this Lease, Lessor shall furnish Lessee a suitable Non-Disturbance Agreement acceptable to Lessee from each lienholder or mortgagee to which this Lease is to be subject or subordinated to, which agreement shall guarantee Lessee's rights hereunder if Lessee will attorn to such lienholder or mortgagee and will continue to pay rent in accordance with the provisions of this Lease, to remain in possession of the Premises notwithstanding foreclosure or surrender by Lessor of its interest or any taking of possession of the Premises by such party.

 **8. TITLE EVIDENCE:** Lessee shall promptly determine whether title to the Premises is good and merchantable or otherwise acceptable to Lessee. In this connection, Lessee shall have the right to require Lessor to furnish Lessee, at Lessee's cost, title insurance in an amount equal to \$100,000 showing marketable title in Lessor and insuring Lessee's leasehold interest, free and clear of all covenants, conditions, restrictions, easements, liens and encumbrances, whatsoever, except for those title exceptions described in Exhibit B. In the event title is determined not to be merchantable or discloses matters affecting title, Lessor shall be so notified and shall then take such action as is necessary to cure such title matters within a reasonable time after notice is given to Lessor thereof. In the event Lessor fails to cure such title matters, Lessee may terminate this Lease, subject to Paragraph 19, or may, at its election, take the title as it then is (with the right to deduct from future rentals due Lessor, liens or encumbrances of a definite or ascertainable amount and any costs


incurred by Lessee to cure other unacceptable title matters), upon giving notice to Lessor. Lessee shall pay for all costs of the title insurance but Lessor shall pay for the curing of all title matters as aforesaid.

9. **ZONING:** Lessor shall, if necessary, use its best effort to cooperate, give the consent, and provide any available documents in order for Lessee to proceed in obtaining the approval of all public and governmental authorities as to matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for the use by Lessee of the Premises, in accordance with Lessee's plans and specifications, but will not bear any costs of these proceedings, all of which shall be borne by Lessee.


10. **TAXES AND ASSESSMENTS:** Lessor shall pay, bear and discharge all current real estate taxes and assessments against the Premises. Any additional or special assessment charged or imposed on the Premises due to Lessee's operations, or as a result of any improvements erected thereon by Lessee, shall be borne by Lessee.

11. **RIGHT OF FIRST REFUSAL TO PURCHASE:** In the event Lessor receives a *bona fide* offer to sell any of the real properties where the Premises (including the "buffer-zone") are located, or any part of such real properties, during the term of this Lease, and desires to accept the same, Lessee shall have the right of first refusal to purchase any such real property at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Lessee in writing, setting forth the name and address of the


prospective purchaser and the full details of such offer. Lessee shall have a period of sixty (60) days after receipt of said notice in which to notify Lessor of its election to purchase any such real property on the terms contained in said *bona fide* offer.



12. **ACCESS ROAD:** Lessor grants to Lessee, during the entire term hereof, and for such additional period after the termination hereof as shall be necessary for the continued care, maintenance and monitoring of the Premises, the continuous and exclusive right to utilize the existing Access Road to the real estate described in Exhibit A, as such road is depicted on the exhibit attached hereto and made a part thereof. Lessee shall maintain said road during the period of its use by Lessee and shall have the right to enlarge and otherwise improve said road, including, without limiting the generality of the foregoing, the pavement of said road with asphalt, concrete or other hard surface provided that Lessor may continue to jointly utilize said access road. Should Lessee's use of said access road require the granting of any permits or authorizations from any governmental agency or entity, Lessor agrees to join with Lessee in making and prosecuting applications for such permits or authorizations and shall use its continuous and best efforts to cooperate with Lessee to obtain such right of eminent domain.



13. **CONDEMNATION:** In the event the Premises or a part thereof sufficient to interfere with the business for which the Premises are used, as Lessee shall determine, shall be condemned, appropriated, or otherwise taken or access to the Premises be impaired by right of eminent domain, Lessee shall have the right to



cancel this Lease on thirty (30) days' prior written notice to Lessor, subject to Paragraph 19. Such cancellation shall not prejudice Lessee's right to recover its damages resulting from the exercise of such right of eminent domain. In such a case Lessee also reserves the right to claim and litigate its claim in all appropriate courts and agencies for an award or damages for such taking based upon its option or leasehold interest and/or any improvements, without impairing any rights of Lessor arising from the taking or from the reversion.

14. LESSEE'S COVENANTS: Lessee covenants and agrees, during the term of this Lease and for such further time as Lessee or any person or entity claiming under it shall hold the Premises or any part thereof:

- a. **RENT:** To pay rent on the days and in the manner as provided in this Lease.
- b. **LIENS AND ENCUMBRANCES:** Not to allow any interest in the estate of Lessor in the leased Premises at any time during the term of this Lease to become subject to any lien, charge or encumbrance whatsoever, and to indemnify Lessor against all such liens, charges and encumbrances that may result from Lessee's fault or negligence. It is agreed expressly that Lessee shall not have the authority, express or implied, to create any lien, charge or encumbrance whatsoever upon the estate of Lessor, except that Lessee may hypothecate or

encumber its leasehold interest hereunder at its own cost and expense; provided, however that Lessee agrees that it will not in any manner mortgage or encumber the leased Premises, unless such mortgagee or lienholder recognizes and accepts the terms and conditions of this Lease, satisfactory evidence of which shall be furnished in advance to Lessor.

- c. **REPAIRS AND MAINTENANCE:** To keep the Premises in a safe and good condition.
- d. **COMPLIANCE WITH LAW:** To comply with all governmental laws, rules and regulations applicable to the use, development or operation of the Premises and, without limitation, to the closure, and post-closure obligations under any applicable environmental law and/or regulation.

15. DEFAULT:

- a. If the rent reserved to Lessor, or any part thereof shall remain unpaid for a period of twenty (20) days after it becomes due, or if Lessee shall be in default with respect to any of its covenants herein contained, Lessor, its agent or agents, shall immediately notify Lessee. Said notice shall state specifically the default and if the default is not remedied within thirty (30) days after the receipt of such notice, Lessor may declare this Lease

canceled and be relieved from further performance hereunder except as specified in Paragraph 19. The thirty (30) day period provided above (and in subparagraph 15(b) below) shall be extended for such period as Lessee is proceeding with reasonable diligence to cure or correct a default, or alleged default, hereunder, informing Lessor, in writing, details of said diligence.

- b. Should Lessor be in default with respect to any of the covenants and conditions of this Lease, Lessee shall notify Lessor, said notice stating specifically the default, and Lessor shall have thirty (30) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Lessee may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this Lease canceled and be relieved from further liability hereunder, subject to Paragraph 19.



- c. In the event the Lessor or Lessee waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

16. **NOTICES:** All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Lessor, at P.O. Box 1144, Peñuelas, Puerto Rico 00624-1144 or addressed to the Lessee at P.O. Box 71331 San Juan, Puerto Rico 00936-8431. Change of address by either party shall be by notice given to the other party in the same manner as above specified.

17. **TRADE FIXTURES, MACHINERY AND EQUIPMENT:** Lessor agrees that all trade fixtures, machinery, equipment, furniture and other personal property of whatever kind and nature kept or installed on the Premises by Lessee shall not become the property of the Lessor, or part of the realty. Any permanent improvements constructed on the Premises by Lessee shall remain, at the termination of the Lease, property of the Lessor. Lessee shall remove all trade fixtures, machinery, equipment, furniture and other property from the Premises prior to the expiration of this Lease, or if not so removed, title for same shall then vest in Lessor, at Lessor's option.



18. **INDEMNITY:** Lessee agrees to indemnify and save harmless the Lessor, its present and future stockholders, directors, employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private),

contamination of or adverse effects on the environment, or alleged violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of any acts, omissions or operations of Lessee or its employees or other persons engaged by or under the control, supervision or direction of Lessee. The Lessee's indemnity obligations hereunder shall only extend for the term of the Lease of the Premises and for a period of two (2) years thereafter, unless a monitoring obligation requirement is imposed on Lessee after the term, in which case the period of this indemnity will be extended for the period of any such post-closure obligations.


 Lessor agrees to indemnify and save harmless Lessee, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of acts, omissions or operations of any persons in any way relating to the Premises at any time if such persons were engaged by or under the control,  supervision or direction of Lessor.

19. **MONITORING AFTER EXPIRATION OF TERM:** After termination of this Lease for any reason, Lessor shall not disturb the integrity of the cover materials placed over the Premises in any manner, whether through excavation, cultivation, boring, regrading or otherwise, nor construct any structures on the Premises (except that paving shall be permitted), nor alter any venting wells, vegetation or drainage then existing at the Premises unless Lessee expressly consents to such activity. At Lessee's request, Lessor shall execute a suitable document, to bind the Premises, and future owners of the Premises, to the undertakings and obligations of Lessor in this section and as shall be necessary to assure compliance with the laws of the United States and the Commonwealth of Puerto Rico.


At any time after the termination of this Lease, for any reason, Lessee shall be granted access to the Premises to conduct such post-operation care, maintenance and monitoring of the Premises as it deems advisable; provided that Lessee shall not be obligated to do so, except as required by law.

 20. **INSURANCE:** Lessee shall obtain, at its own expense, all insurance policies required by the laws of the Commonwealth of Puerto Rico and/or the United States of America for the operation of a commercial non-hazardous solid waste landfill. Such insurance policies shall bear an endorsement in favor of Lessor. Lessee shall send to Lessor copy of such endorsements within thirty (30) days of the issuance of such policies. Lessee shall also maintain and keep in force, at its own expense, all public liability insurance  necessary to protect Lessor from liability during the duration of


the Lease against claims for personal injury, death and property damages occurring on or about the Premises, or occurring in any operation related in any form or manner with the utilization of the Premises which limits are to be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) with respect to injury or death to a single person, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) with respect to any one accident, and FIVE HUNDRED THOUSAND DOLLARS (\$500,00) for property damages, as well as all other insurance necessary by applicable statutes, ordinances, rules, regulations and order in effect regulating Lessee's use of the Premises. Lessee further agrees to indemnify, defend and save Lessor harmless from any liability loss, cost, expense or claim of any nature resulting from any damage to person or property arising out of Lessee or Lessee's agents, employees, servants, licensees or contractors, in any respect, to keep the Premises in a safe condition and to comply with and perform all the requirements and provisions of this Lease. Lessor shall give Lessee prompt notice of any obligations arising under this Lease and Lessee shall defend, settle or otherwise compromise any such claims.




21. **FORCE MAJEURE:** From and after the Commencement Date, the further performance of this Lease may be suspended and the obligations hereunder excused, including the payment of rent, in the event during the period that such performance is prevented by a cause or causes beyond the reasonable control of Lessee subject to Paragraph 19.





22. **ASSIGNMENT AND SUBLETTING:** Neither Lessee nor Lessor shall assign this Lease without first obtaining the other party's



prior written consent, which consent such other party shall not unreasonably withhold. Notwithstanding the above provisions, Lessee or Lessor may assign its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without the other party's consent, to any corporation or organization that is controlled by or is under common control by the assigning party, provided that the assignee assumes, in full, the obligations of the assignor under this Lease, as applicable. Notwithstanding the above exception, Lessee shall not sublease, sublet, or assign the Premises except upon Lessor's written consent, which consent shall not be unreasonably withheld.


 23. **MEANING OF TERMS:** Wherever the words "Lessor" and "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, sublessees, successors and assigns. The word "Lessor" or "Lessee" as used herein, shall be construed to include the plural as well as the singular, and the necessary grammatical changes required to make the provisions apply to either corporations, business organizations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.



 24. **NO JOINT VENTURE:** The relationship of the parties hereunder is that of Lessor and Lessee and nothing contained herein shall be construed to make the parties hereto partners or joint venturers.

 25. **ENTIRE AGREEMENT; PRIOR LEASES SUPERSEDED; MEMORANDUM AND RECORDATION OF LEASE:** This Lease expresses the entire agreement

between the parties hereto with respect to the Premises. This Lease shall supersede all other leases affecting the Premises;

Lessee, at its sole option, may record this Lease at anytime during its term. All costs, notarial fees and documentary stamps related to the recordation of this Lease shall be paid for by Lessee. In such event, the parties shall execute such documents as may be necessary in order for this Lease to be properly recorded in the Registry of the Property of the Commonwealth of Puerto Rico, at the discretion of Lessee.

 **26. BROKERS:** Lessor and Lessee each represent to the other that they have dealt no finder or broker in connection with this Lease and the transactions provided herein. Each party agrees to save, indemnify and hold the other party harmless (which indemnity shall include the payment of attorney's fees) from and against the claim of any broker or finder alleging the right to a commission or other compensation on account of the transactions provided for herein because of dealings or communications of said person with the respective indemnifying party.


 **27. GOVERNING LAW AND CHOICE OF FORUM:** This Lease shall be governed by the laws of the Commonwealth of Puerto Rico, and the parties hereto expressly covenant and agree that they shall submit any and all controversies under this Lease to the courts of competent jurisdiction in the Commonwealth of Puerto Rico.

28. **SUCCESSORS AND ASSIGNS:** This Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

29. **PARTIAL INVALIDITY:** If any provision of this Lease, or any portion of any provision, shall be found by a court to be invalid, unlawful or unenforceable, this Lease shall continue in full force and effect as if such provision or portion of such provision were not contained herein, unless such finding shall seriously impair the rights and economic conditions of either party, in which event the Lease, at either party's option, may be terminated, subject to Lessee's closure and postclosure rights and obligations.

30. **LESSOR'S RIGHT OF ENTRY:** Lessor, accompanied by any officer or representative of Lessee, may enter the Premises during regular business hours for the purposes of inspecting the Premises, exhibiting the Premises for sale, lease, or mortgage financing. Lessor hereby agrees to notify Lessee a reasonable time in advance prior to said visit and in no way may the visit interfere with the operations of the Lessee and Lessor shall at all times comply with all applicable rules and regulations imposed by law or Lessee.

31. **WRITING:** No waivers, alterations, amendments or modifications of this Lease shall be valid unless in writing and duly executed by both Lessor and Lessee.

32. **RECOGNITION AND ACCEPTANCE:** In consideration that the Premises may be located in portions of the real properties describe

in Paragraph 2 hereof that are owned individually by different Lessors, each of Ganadera, Brosval and EPAC appear herein to recognize and accept their respective obligations under this Lease to the extent that they own any portion of any of the real properties where the Premises are located. The parties hereto hereby agree to use their best efforts to identify the real properties within which the Premises (and the "buffer-zone") are located and to execute the necessary documents to identify the proper Lessor of the Premises and the "buffer-zone".

33. ESTOPPEL CERTIFICATES: Lessee shall, without charge, at any time and from time to time, within seven days after request by Lessor, certify by written instrument, duly executed, acknowledged and delivered, to Lessor, or any other person, firm or corporation specified by Lessor:

- a. that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;
- b. whether or not there are then existing any set-offs or defense against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of Lessee to be performed or complied with, and, if so, specifying the same:

- c. the dates, if any, to which the rent and other charges hereunder have been paid in advance;
- d. the date of expiration of the term; and
- e. the rent then payable under this Lease

Lessor shall, without charge, at any time and from time to time, within seven days after request by Lessee certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, the date of expiration of the term, the rent then payable under this Lease, and stating whether or not, to the best knowledge of the officer executing such certificate on behalf of Lessor, Lessee is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge.

IN WITNESS WHEREOF, Lessor and Lessee accept and execute this agreement on the date set forth above.

COMPANIA GANADERA DEL SUR, INC.

By: _____

Lucas P. Valdivieso
President

BROSVAL CHEMICALS, INC.

By: _____

Lucas P. Valdivieso
President

**ENVIRONMENT PRESERVATION
ASSOCIATES CORPORATION**

By: _____

Jorge Lucas P. Valdivieso, Esq.
President

**RESOURCES MANAGEMENT, INC.
d/b/a PROTECO**

By: _____


Ivelisse Estrada Rivero
Vice President

Affidavit No. 852 (copy)

ACKNOWLEDGED AND SUBSCRIBED before me by Ivelisse Estrada Rivero, in her capacity as Vice President of RESOURCES MANAGEMENT, INC. d/b/a PROTECO, who is of legal age, single, and a resident of San Juan, Puerto Rico; by Lucas P. Valdivieso, in his capacity as President of COMPAÑIA GANADERA DEL SUR, INC. and in his capacity as President of BROSVAL CHEMICALS, INC., who is of legal age, married and a resident of Ponce, Puerto Rico; and by Jorge Lucas P. Valdivieso, Jr., in his capacity as President of ENVIRONMENTAL PRESERVATION ASSOCIATES CORPORATION, who is of legal age, single

and a resident of San Juan, Puerto Rico; all of whom I personally know, in San Juan, Puerto Rico, this 2nd day of January, 1997.





NOTARY PUBLIC

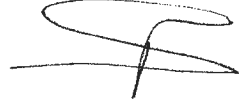
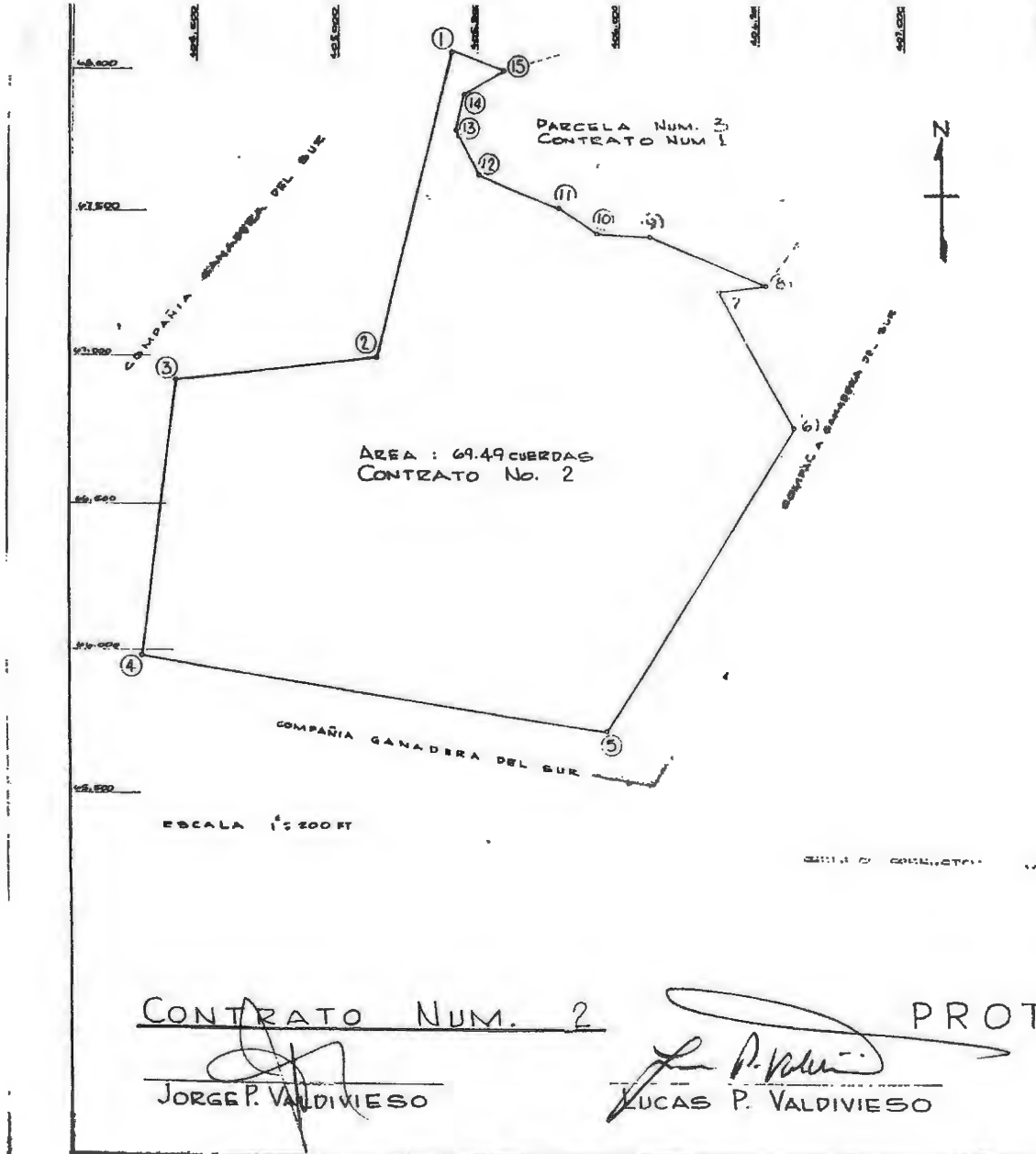


EXHIBIT B

1. Right-of-way easements that would not materially affect the use of the Premises for their intended purpose.



PROTECO\MRM009.SMJ



DATA DE MENSURA

PUNTO	DISTANCIA (MTS)	COORDENADAS (MTS)		OBSERVACIONES
		LATITUD	LONGITUD	
1	—	68,065.0	405,410.0	A ESTABLECERSE
2	336.78	67,000.0	405,123.0	
3	219.30	66,905.0	404,410.0	
4	283.66	66,980.0	404,310.0	
5	478.41	65,710.0	405,973.0	
6	325.80	64,765.0	406,880.0	
7	160.53	67,220.0	406,335.0	
8	51.46	67,264.0	406,333.0	
9	137.17	67,410.0	406,100.0	
10	56.59	67,425.0	405,915.0	
11	48.44	67,510.0	405,780.0	
12	92.88	67,630.0	405,800.0	
13	83.90	67,785.0	405,415.0	
14	40.01	67,910.0	405,453.0	
15	31.97	67,978.0	405,401.0	
1	61.71	68,065.0	405,410.0	

AREA : 273,120.76 MTS² = 69.49 CUERDAS



CONTRATO NUM. 2

[Signature]
JORGE P. VALDIVIESO

[Signature]
LUCAS P. VALDIVIESO

PROTECO PEÑUELAS, P.R.

[Signature]
IVELISSE ESTRADA
VICE-PRESIDENTE EJECUTIVO

Exhibit 6

LCDA. ROSA CARABALLO RODRIGUEZ
FIRM DELIVERY
PEÑUELAS, PUERTO RICO 00624

6040 Km
Folio 118
Tomo 161

ABOGADO Y NOTARIO

NILIL PRIUS FIDE

Número

TREINTA Y SIETE

ESCRITURA
DE

COMPRAVENTA Y AGRUPACION

OTORGADA POR

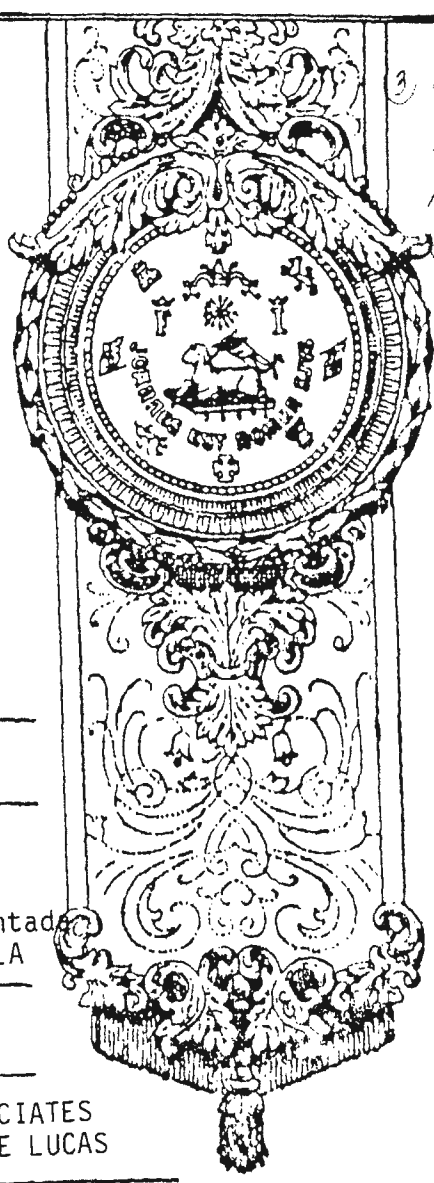
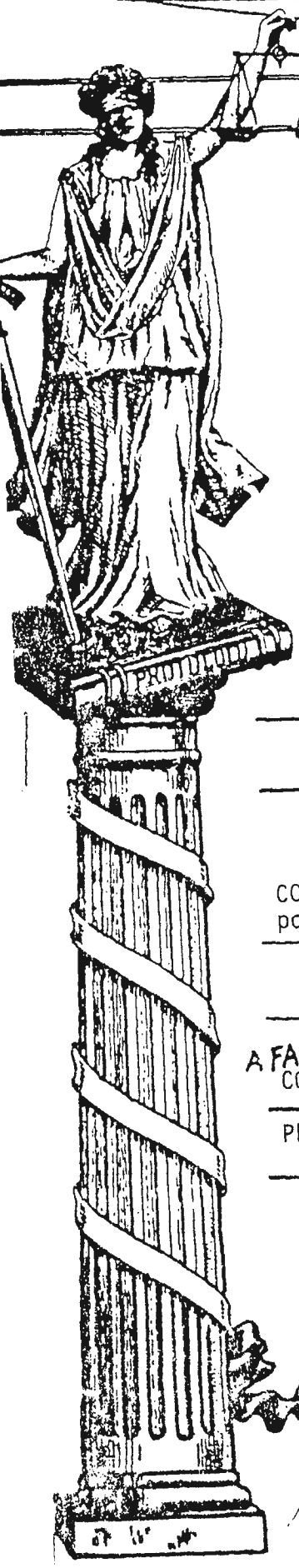
CORPORACION AGRICOLA PEÑOLANA, representada
por DON LUCAS PEREZ VALDIVIESO TORRUELLA

A FAVOR DE ENVIRONMENT PRESERVATION ASSOCIATES
CORPORATION, representada por DON JORGE LUCAS

PEREZ VALDIVIESO TORRUELLA.

En PEÑUELAS, P. R.,

a 19 de DICIEMBRE de 19 96.



Handwritten notes and signatures at the bottom of the page.

-----NUMERO: TREINTA Y SIETE-----

-----COMPRVENTA Y AGRUPACION-----

-----En la ciudad de Peñuelas, Puerto Rico, a los--
diecinueve (19)----días del mes de diciembre de mil
novecientos noventa y seis (1996)-----

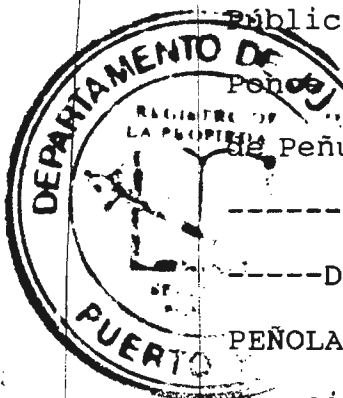
-----ANTE MI-----

-----ROSA CARABALLO RODRIGUEZ, Abogada y Notario---
Público de esta Isla, con residencia y vecindad en
Ponce, Puerto Rico y estudio abierto en la ciudad--
de Peñuelas, Puerto Rico.-----

-----COMPARECE-----

-----DE LA PRIMERA PARTE: CORPORACION AGRICOLA-----
PENOLANA, Número de Registro setenta y ocho mil----
trescientos setenta y cinco (78,375), una corpora--
ción debidamente organizada y funcionando al amparo
de las Leyes del Estado Libre Asociado de Puerto---
Rico, representada en este acto por su Vice-----
Presidente, DON LUCAS PEREZ VALDIVIESO TORRUELLA,
Seguro Social número 578-48-7944, mayor de edad,---
agricultor y vecino de Ponce, Puerto Rico.-----

-----DE LA SEGUNDA PARTE: ENVIRONMENT PRESERVATION
ASSOCIATES CORPORATION, Número de Registro setenta
y cinco mil quinientos cincuenta y siete (75,557),
una corporación debidamente organizada y-----
funcionando al amparo de las Leyes del Estado Libre
Asociado de Puerto Rico, representada en este acto
por su Presidente, DON JORGE LUCAS PEREZ VALDIVIESO
TORRUELLA, también conocido como JORGE LUCAS P.---
VALDIVIESO JR., Seguro Social número 581-46-1442,--
mayor de edad, soltero, agricultor y vecino de-----
Ponce, Puerto Rico, cuyas facultades y autorización
para este acto acredita y acreditará donde y cuando
fueremenester.-----



-----DOY FE-----

-----De conocer personalmente a los comparecientes desde hace alrededor de trece (13) años.-----

---Asímismo por sus dichos, que juzgo ciertos, la--
doy también de sus circunstancias personales.-----

---Me aseguran tener, y a mi juicio tienen, la-----
capacidad legal necesaria para este otorgamiento, y
en tal virtud libre y voluntariamente,-----

-----EXPONEN-----

PRIMERO: La compareciente de la Primera-----
Parte es dueña en pleno dominio de la propiedad----
que se describe a continuación:-----

-----"RUSTICA: Predio de terreno dedicado a-----
pastos, ubicado en el Barrio Tallaboa Saliente del
término municipal de Peñuelas, Puerto Rico, con una
cabida superficial de DOSCIENTAS CUARENTA Y DOS----
CUERDAS, equivalentes a Noventa y Cinco (95) hectá-
reas, once (11) áreas, cincuenta y seis (56)-----
centiáreas y ochenta (80) miliáreas. En lindes por
el NORTE con el Camino Buena Vista; por el SUR con
los hermanos Lucas y Jorge Lucas Pérez Valdivieso
Torruella; por el ESTE con la finca principal de la
cual se segrega; y por el OESTE con la Carretera---
Estatul Número Dos (2).-----

-----Dicha propiedad se halla inscrita en el-----
en el Registro de la Propiedad de Puerto Rico,----
Sección de Ponce II, al Folio 112 del Tomo 161 de
Peñuelas, Finca número 6039, Inscripción Primera.

-----TITULO Y CARGAS-----

---Adquirió la compareciente de la Primera Parte la
antes descrita propiedad según consta en la-----
escritura número Veintidos, Sobre Segregación y----
Compraventa, otorgada en Peñuelas, Puerto Rico, el
día ocho (8) de julio de mil novecientos noventa y
uno (1991) ante esta misma Notario Fedante.-----

-----Dicha propiedad se halla afecta a Servidumbre
de paso a favor de la finca de Luis Díaz Velázquez,
Servidumbres a favor del Estado Libre Asociado de--
Puerto Rico; aparece afecta a Hipoteca a favor del
Federal Land Bank of Baltimore por la suma de-----
\$760,000.000, pero dicha hipoteca fue cancelada en

la finca principal de la cual provino; afecta-----
además a contrato de arrendamiento a favor de-----
Servicios Carbareón, Inc., antes, hoy Protección---
Técnica Ecológica Corporation, el cual fue-----
enmendado.-----

-----SEGUNDO: Que los comparecientes han convenido
en la compraventa de la propiedad antes descrita y-
la llevan a efecto sujeto a las siguientes:-----

-----CLAUSULAS Y CONDICIONES-----

-----PRIMERA: La compareciente de la Primera Parte
por la presente VENDE, CEDE Y TRASPASA a favor de--
la compareciente de la Segunda Parte, y ésta-----
COMPRA, ADQUIERE Y ACEPTA la propiedad antes-----
descrita con todos sus usos, derechos y todo cuanto
le sea anejo y le pertenezca.-----

-----SEGUNDA: Se verifica esta compraventa por el-
convenido y ajustado precio de TREINTA Y CINCO MIL
DOLARES (\$35,000.00) , cuya suma manifiesta la ---
Vendedora haber recibido con anterioridad a este
acto a entera satisfacción, y por cuya suma y por
este medio otorga La Vendedora a favor de la
Compradora el más formal y eficaz recibo.-----

-----TERCERA: La compradora podrá entrar en la---
posesión de la propiedad que adquiere sin más for--
malidad que el presente otorgamiento.-----

-----CUARTA: La Vendedora se obliga a favor de la
Compradora al saneamiento por razón de evicción---
conforme a derecho.-----

-----QUINTA: Manifiesta la Compradora que ella es
dueña también de la finca que más adelante se
describe:-----

-----"RUSTICA: Predio de terreno ubicado en el
-----Barrio Tallaboa Saliente del término munici--
-----pal de Peñuelas, Puerto Rico, dedicado a-----
-----pastos, con una cabida superficial de-----
-----CINCUENTA Y OCHO (58) CUERDAS, equivalentes a

-----Veintidos (22) hectáreas, Setenta y Nueve (79)
-----áreas, Sesenta y Dos (62) centiáreas y Sesenta
-----y Dos (62) miliáreas. En lindes por el NORTE
-----con el camino Buena Vista y la Compañía-----
-----Ganadera del Sur, Inc., hoy Brosval Chemicals,
-----Inc.; por el SUR, con los hermanos Lucas y ---
-----Jorge Lucas Pérez Valdivieso Torruella; por el
-----ESTE, con los hermanos Lucas y Jorge Lucas ---
-----Valdivieso Torruella y la Compañía Ganadera --
-----del Sur, Inc.; y por el OESTE, con la Compañía
-----Agrícola."-----

-----Dicha propiedad se halla inscrita en el-----
-----Registro de la Propiedad de Puerto Rico,-----
-----Sección de Ponce II al Folio 118 del Tomo 161
-----de Peñuelas, Finca número 6040.-----



-----SEXTA: Manifiesta la compareciente de la-----
Segunda Parte que la finca antes descrita en la----
Cláusula Quinta inmediata anterior colinda con la--
finca descrita en el hecho Primero de esta escri---
tura y que aquí fue objeto de Compraventa y que es
su deseo agrupar ambas fincas antes descritas para
que formen una sola y así sea inscrita en el-----
Registro de la Propiedad con la siguiente-----
descripción que es la que resulta una vez agrupadas
estas:-----

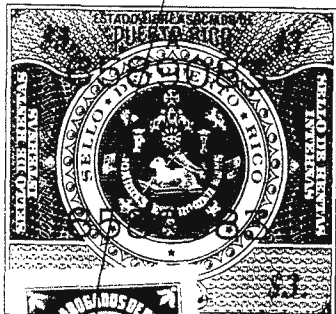
-----"RUSTICA: Predio de terreno dedicado a-----
pastos, ubicado en el Barrio Tallaboa Saliente del
término municipal de Peñuelas, Puerto Rico, con una
cabida superficial de TRESCIENTAS CUERDAS, equiva--
valentes a Un Millón Ciento Setenta y Nueve Mil
Ciento Diecisiete Metros Cuadrados (1,179,117 m/c)
En lindes por el NORTE con el Camino Buena Vista--
y BROSVAL CHEMICALS, INC, por el SUR con terrenos de
los hermanos Lucas y Jorge Lucas Pérez Valdivieso
Torruella; por el ESTE con terrenos de los hermanos
Lucas y Jorge Lucas Pérez Valdivieso Torruella y--
BROSVAL CHEMICALS, INC. y por el OESTE con la----
Carretera Estatal Número Dos (2).-----

---Esta finca se valora en la suma de CUARENTA Y---
TRES MIL QUINIENTOS DOLARES (\$43,500.00).-----

-----ACEPTACION-----

-----Los comparecientes aceptan la presente-----
escritura por ser y hallarla conforme a lo por-----
ellos convenido, procediendo yo, la Notario, a-----
hacerles las advertencias legales pertinentes.-----

---Así lo dicen y otorgan ante mí, la Notario,-----



luego de haber renunciado al derecho que les-----
advertí tenían para requerir la presencia de-----
testigos instrumentales.-----

---Leída íntegramente la presente escritura por los
comparecientes en uso de su derecho a así hacerlo--
del que yo, la Notario, les advertí, se ratifican--
en su contenido y la firman, escribiendo además en
todos y cada uno de sus folios las iniciales de sus
respectivos nombres y apellidos, todo ello en mi--
resencia. De todo lo cual y del total contenido--

de esta escritura, yo, la Notario, firmo, signo,---
rubrico, sello y DOY FE.-----

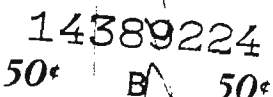
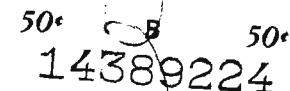
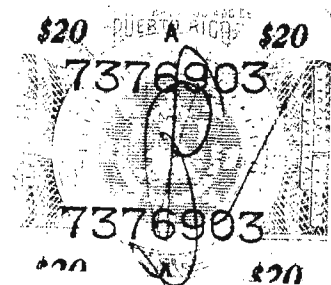
----- (FIRMADO): Lucas Pérez Valdivieso Torruella
y Jorge Lucas Pérez Valdivieso Torruella.-----

----- (FIRMADO, SIGNADO, SELLADO Y RUBRICADO): Rosa
Caraballo Rodríguez.-----

----- Aparecen las iniciales de los otorgantes en
todos y cada uno de los folios del original de esta
escritura y las firmas y está sellada y rubricada--
en todas sus hojas. Hay cancelados en su original
los correspondientes sellos de Rentas Internas y el
Impuesto Notarial del Ilustre Colegio de Abogados--
de Puerto Rico. La presente es copia fiel y exacta
de su original, obrante en mi Protocolo de-----
Instrumentos Públicos del año en curso, bajo el---
número indicado en esta Notaría a mi cargo y a que
que me remito. En fe de ello y a ruego de la parte
interesada, expido la primera copia certificada en
Peñuelas, Puerto Rico, el mismo día, mes y año de
su otorgamiento. DOY FE.-----

----- DOY FE Y CERTIFICO que el original de esta--
escritura consta de Cinco (5) folios.-----

Notario Público



Notificado por los fundamentos in-
cluidos en la notificación adjunta bajo
el número 1448

Ponce, P.R. a 1 de Sept. de 1998

Susp. Término a (3-sept-98

Inscrito
Sistema de alto moral

Finca 7153 y 6034 - La agrupación de la # 7153 y se
Insc 1^a y 2^a respectivas *forma por agrupaciones*
Cargas *de la finca 6034 y 604.*

Por su producción

Servicios de paso a flanco de la finca de Luis Dion Ven

Servicios a favor de ELA

Contrato de arrendamiento a favor de Servicio, Carbono Inc
antes, los Fratricon Técnica Ecología, Corporation


Por si libre de cargas.

Ponc a 8 de septiembre de 1998

Derechos \$ 226.50

50° B 50°
11304026

11304026
50° B 50°

 Registrado

RESOLUCION CORPORATIVA

Yo, ABRAHAN GONZALEZ BRUN, mayor de edad, soltero, Secretario de Corporación Agrícola Peñolana, y vecino de Peñuelas, Puerto Rico, por la presente certifico que en una Reunión de la Junta de Directores de la Corporación antes mencionada llevada a cabo el 17 de diciembre de 1996, quedó debidamente aprobada la siguiente resolución:

"Resuélvase por la presente autorizar al Vice-Presidente de Corporación Agrícola Peñolana, Don Lucas Pérez Valdivieso Torruella, para que otorgue la escritura de Compraventa y Agrupación mediante la cual nuestra corporación agrupa una finca de Doscientas Cuarenta y Dos Cuerdas con una finca de Cincuenta y Ocho Cuerdas, para que resulte una de Trescientas Cuerdas y la Vende a Environment Preservation Associates Corporation."

"Resuélvase además autorizar al señor Lucas Pérez Valdivieso Torruella, a otorgar todos los documentos que fueren necesarios para lograr la inscripción en el Registro de la propiedad del inmueble antes mencionado."

Asimismo certifico que la resolución antes transcrita no ha sido alterada ni revocada hasta esta fecha.

En Peñuelas, Puerto Rico, a 26 de agosto de 1998.

ABRAHAN GONZALEZ BRUN

Affidavit Núm.: 7345

Jurada y suscrita ante mí por Abraham González Brun, de las circunstancias personales antes indicadas y a quien doy fe de conocer personalmente. En Peñuelas, Puerto Rico, a 26 de agosto de 1998.

NOTARIO PUBLICO

Relacionada interesante
Julio Cruz
Finca 7153 Peñuelas
Seg. 1 de agrupación
Finca a 8 de Sept 1998
W

RESOLUCION CORPORATIVA

Yo, ABRAHAN GONZALEZ BRUN, mayor de edad, soltero, Secretario de Environment Preservation Associates Corporation, y vecino de Peñuelas, Puerto Rico, por la presente certifico que en una Reunión de la Junta de Directores de la Corporación antes mencionada llevada a cabo el 17 de diciembre de 1996, quedó debidamente aprobada la siguiente resolución:

"Resuélvase por la presente autorizar al Presidente de Environment Preservation Associates Corporation, Don Jorge Lucas Pérez Valdivieso Torruella, también conocido como Jorge Lucas P. Valdivieso, Jr., para que otorgue la escritura de Compraventa y Agrupación mediante la cual nuestra corporación compra una finca de Trescientas Cuerdas."

"Resuélvase además autorizar al señor Jorge Lucas Pérez Valdivieso Torruella, a otorgar todos los documentos que fueren necesarios para lograr la inscripción en el Registro de la propiedad del inmueble antes mencionado."

Asimismo certifico que la resolución antes transcrita no ha sido alterada ni revocada hasta esta fecha.

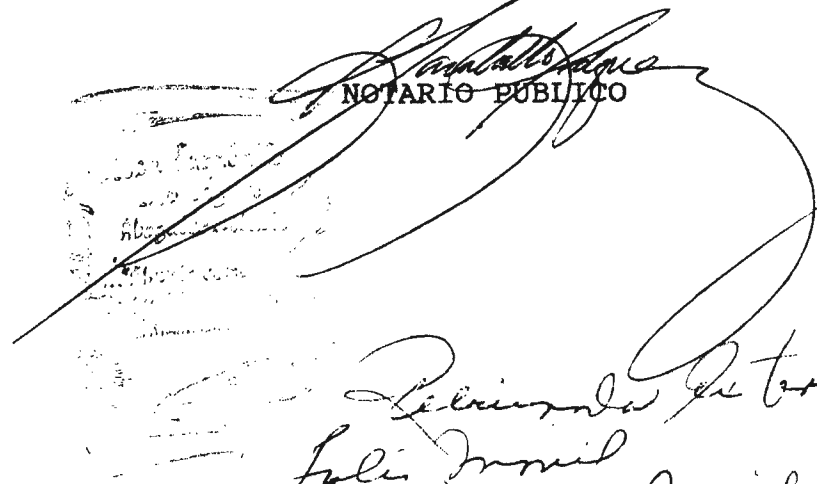
En Peñuelas, Puerto Rico, a 26 de agosto de 1998.


ABRAHAN GONZALEZ BRUN

Affidavit Núm.: 7,346

Jurada y suscrita ante mí por Abraham González Brun, de las circunstancias personales antes indicadas y a quien doy fe de conocer personalmente. En Peñuelas, Puerto Rico, a 26 de agosto de 1998.


NOTARIO PÚBLICO


Relacionada de transacción:
Luis Muriel
Finca 2153 Muriel - Peñuelas
(Agrupación)
Fue a 8 de Sept 1998
W

MINUTA DE ASIENTO DE PRESENTACION

Escrituras e Instancias:

Número de Escritura o Instancia 37
Fecha de Escritura o Instancia 19 de dic. 1996
Lugar de Otorgamiento Peñuelas
Nombre del Notario Rosa Caraballo Rodriguez
Número de Colegiado o de Notario _____

Documento Judicial:

Tipo de Documento
☐ Sentencia o Resolución ☐ Demanda
☐ Orden y Mandamiento ☐ Otros
Tribunal _____ Sala de _____
Núm. Caso _____ Sobre _____
Demandante _____
Demandado _____
Ex Parte _____

Documento Administrativo:

Tipo de Documento _____
Expedido por _____
Fecha de Expedición _____

DATOS COMUNES A TODOS LOS DOCUMENTOS

Lugar de ubicación de la(s) finca(s) Tallaboa Saliente- Peñuelas PR
Número(s) de la(s) Finca(s) 6039-T-161-F-112-6040-

Acción solicitada ☒ Inscribir ☐ Cancelar ☐ Anotar
Transacción(es) Compra venta y Agrupación

A Favor de Environment Preservation Associates Corporation

Valor(es) Compra venta: \$ 35,000. Agrupación: \$ 43,500.00.
Documentos Complementarios : Minuta de Transferencia

Comprobantes y Sellos: # de Serie	H 51 32 46 3	Valor	\$ 90.00
	H 51 32 46 4		126.00
	H 51 32 46 5		10.00
	B 11 30 40 26		.50
		Total:	226.50

Notificar al Notario ☒ Sí ☐ No
Nombre, Dirección, Teléfono y Fax del Notario Rosa Caraballo Rodriguez
Firm Delivery Peñuelas PR 00624- 836-1718

Nombre, Dirección, Teléfono y Fax del Presentante Zenaida De Jesus
La misma del notario.


Firma del Presentante

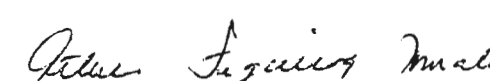

Firma del Funcionario del Registro

Exhibit 7

Post-It® Fax Note 7671

Date	9/14	# of Pages	1
To	JM BARLETTA	From	J.L. VALDIVIESO
Co./Dept.		Co.	
Phone #	753-1102	Phone #	836-1818
Fax #	350-1157	Fax #	836-5142

OPTION AGREEMENT FOR THE LEASE OF REAL PROPERTY

This agreement is made and entered into this nineteen (19) day of April, 1995, by among Compañía Ganadera del Sur, Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico, represented herein by its duly authorized President, Mr. Lucas P. Valdivieso, of legal age, married, property owner, and a resident of Ponce, Puerto Rico; Environmental Protection Associates Corp. a corporation organized under the laws of the Commonwealth of Puerto Rico, represented herein by its duly authorized President Mr. Jorge Lucas P. Valdivieso, Jr., of legal age, single, property owner, and resident of Ponce, Puerto Rico (Compañía Ganadera del Sur, Inc. and Environmental Protection Associates Corp., shall be hereinafter jointly referred to as the 'Landlord') and Resources Management, Inc. d/b/a/ PROTECO, a corporation organized under the laws of the Commonwealth of Puerto Rico, represented herein by its duly authorized President, Ms. Ivelisse Estrada Rívero, of legal age, single, Executive Vice President of PROTECO, and a resident of San Juan, Puerto Rico (hereinafter referred to as the 'Tenant').

WITNESSETH

WHEREAS, on August, 1983 Compañía Ganadera del Sur, Inc. and Tenant's predecessor corporation executed a certain lease agreement for a parcel of land located at Tallaboa Saliente Ward of the Municipality of Peñuelas ('Existing Lease Agreement') which is separate and independent to the Agreement herein formed by the parties hereto;

WHEREAS, Landlord is the owner of additional parcels of land, located adjacent to those comprised in the Existing Lease Agreement referred to above;

WHEREAS, Landlord desires to lease certain parcels of such adjacent premises to Tenant, and Tenant desires to option leases to such adjacent premises, all on the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties agree to the following:

TERMS AND CONDITIONS

1. **PREMISES:** Landlord, for and in consideration of the covenants contained in this Agreement, hereby grants Tenant an option to lease a parcel of land consisting of fifty (50) 'cuerdas' which parcel is located at Tallaboa saliente Ward, Municipality of Peñuelas, Puerto Rico (the 'First Option'), being more particularly described in Exhibit A., as Parcel 1 therein (First Optioned Premises). Accessibility to said parcel, as well as right-of-way for establishing its utilities (such as water, electricity, communications, etc.) shall be provided by Landlord in a manner and under terms identical to those now available for the Existing Lease Agreement.

In addition, Landlord, for and in consideration of the covenants contained in this Agreement, hereby grants Tenant an additional option ("Second Option") to lease a second, separate and independent parcel of land consisting of fifty (50) 'cuerdas' (the 'Second Optioned Premises'), which parcel is adjacent to the First Optioned Premises (collectively referred to as the premises). As stated above accessibility to said parcel, as well as the related rights of way, shall be in form and manner identical to those established for the First Optioned Premises. This parcel is herein described in Exhibit A as Parcel 2.

2. **USE:** Tenant states that its intended use of the Premises is the establishing of a commercial non-hazardous solid waste landfill.

3. **TERM OF OPTION:**

a) Subject to the terms and conditions set forth herein, the option for the First Optioned Premises will be and continue in full force and effect for a period of eighteen (18) months from the date of execution of this Agreement (the 'First Option Period').

b) Subject to the terms and conditions set forth hereinafter, the Second Option Period for the Second Optioned Premises will be and continue in full force and effect for a period of ten (10) years commencing on the date of the First Option is exercised. (the 'Second Option Period'). *If the First Option is not exercised within the eighteen (18) month period provided in section 3 a, the Second Option shall also terminate.*

4. **TERMS OF THE LEASES:**

a) In the event Tenant exercises the First Option, Tenant shall have and hold a lease to the First Optioned Premises for a period of ten (10) years (the 'First Option Lease').

b) In the event that Tenant exercises the Second Option, Tenant shall have and hold the Second Optioned Premises for a period of ten (10) years commencing on the date the Second Option is exercised (the 'Second Option Lease').

5. **RENT:**

a) Upon the execution of this Agreement, and up to the time Tenant exercises its First Option, Tenant shall pay Landlord the sum of one thousand dollars (\$1,000.00) per month, payable on the first day of each month in the form and manner designated by Landlord.

Option Agreement for the
Lease of Real Property
Page 3

b) In the event that Tenant exercises the First Option, Tenant, in consideration for the covenants entered by Landlord, agrees to pay Landlord as rent for the First Option Lease, from the rent commencement date until the expiration of the First Option Lease, the sum of Thirty Six Thousand dollars (\$36,000.00) for the first year, in equal monthly installments of Three Thousand dollars (\$3,000.00) per month, payable one each on the first day of every calendar month for the then current month. Thereafter, Tenant's annual rent will increase by the sum of one thousand dollars (1,000.00) per annum, again payable in equal monthly installments on the first day of every calendar month, until the expiration of the First Option Lease (the Annual Rent of the First Option Lease).

c) In the event that Tenant exercises the Second Option, Tenant, in consideration for the covenants entered by Landlord, agrees to pay Landlord as rent for the Second Option Lease, from the rent commencement date until the expiration of the Second Option Lease, a sum equal to the Annual Rent of the First Option Lease due at the time. Thereafter, Tenant's annual rent will increase by the sum of one thousand dollars (1,000.00) per annum, again payable in equal monthly installments on the first day of every calendar month, until the expiration of the Second Option Lease (the Annual Rent of the Second Option Lease).

6. **EXERCISE OF THE OPTIONS:** Tenant must exercise the First and/or Second Option by written notice to the Landlord at least thirty (30) business days before the expiration of the First Option Period and/or the Second Option Period, respectively. If Tenant exercises the First Option and/or Second Option, Landlord shall be obligated to lease and Tenant shall be obligated to rent the First Option Lease and/or Second Option Lease subject to the terms and conditions set forth herein. In the event that Tenant exercises the First and/or Second Option, the terms and conditions contained herein shall govern the First Option Lease and/or the Second Option Lease.

7. **LANDLORD WARRANTIES AND COVENANTS:**

Landlord covenants, represents and warrants as follows:

a) **ZONING:** Landlord shall, if necessary, use its best effort to cooperate, give the consent, and provide any available documents in order for Tenant to proceed in obtaining the approval of all public and governmental authorities as to matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for use by Tenant of the premises, in accordance with Tenant's plans and specifications, but will not bear any costs of these proceedings, all of which shall be borne by Tenant.

Option Agreement for the
Lease of Real Property
Page 4

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b) **UTILITIES:** Landlord will provide access for all and any utilities through the existing right of way as per the Existing Lease Agreement. In addition, Landlord shall provide access to the Premises through the existing access road as defined under the Existing Lease Agreement, and shall allow construction of surface water management ~~facilities~~ *facilities* outside the leased parcels, as may be necessary on account of the topography and in order to optimize the utilization of the parcels for the sole purpose of landfilling of solid waste in compliance with applicable regulations.

c) **POSSESSION:** That the Premises are free and clear of all tenancies, whether oral or written, and that Tenant shall have actual and sole possession of the Premises.

d) **TAXES:** The Landlord shall pay, bear and discharge all current real estate taxes. Any additional or special assessment charged or imposed on the Premises due to Tenant's operations, or due by any improvements erected thereon by Tenant, shall be borne by Tenant. Tenant shall pay for all utilities established and/or used by Tenant for and in the Premises.

e) **COVENANT OF TITLE AND QUIET ENJOYMENT:** Landlord covenants that it is the lawful owner of Parcels 1 and 2 as described in Exhibit A, and that the same are free and clear of all covenants, conditions, liens and encumbrances, and that Landlord will defend the same against all claims related with said assertion.

8. **TENANT COVENANTS:** Tenant covenants and agrees, during the term of this Agreement and for such further time as Tenant or any person or entity claiming under it shall hold the Premises or any part thereof:

RENT:

a. To pay the rent on the days and in the manner as provided in this Agreement.

b) **LIENS AND ENCUMBRANCES:** Not to allow any interest in the estate of Landlord in the optioned or leased Premises at any time during the term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify Landlord against all such liens, charges and encumbrances that may result from Tenant's fault or negligence. It is agreed expressly that Tenant shall have no authority, expressed or implied, to create any lien, charge or encumbrance whatsoever upon the estate of Landlord.

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c) **INSURANCE AND INDEMNITY:** Tenant shall obtain, at its own expense, all insurance policies required by the laws of the Commonwealth of Puerto Rico and/or the United States of America for the operation of the commercial non-hazardous solid waste landfill. Such insurance policies shall bear an endorsement in favor of Landlord. Tenant shall send to Landlord copy of such endorsements within thirty days of the issuance of such policies. Tenant shall also

Option Agreement for the
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Page 5

maintain and keep in force, at its own expense, all public liability insurance necessary to protect Landlord from liability during the duration of the First and/or Second Option Lease against claims for personal injury, death and property damages occurring in or about the Premises, or occurring in any operation related in any form or manner with the utilization of the Premises which limit are to be not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** with respect to injury or death to a single person, **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** with respect to any one accident, and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for property damages, as well as all other insurance necessary by applicable statutes, ordinances, rules, regulations and order in effect regulating Tenant's use of the Premises. Tenant further agrees to indemnify, defend and save Landlord harmless from any liability loss, cost, expense or claim of any nature resulting from any damage to person or property arising out of Tenant or Tenant's agents, employees, servants, licensees or contractors, in any respect, to keep the Premises in a safe condition and to comply with and perform all the requirements and provisions of this lease. Landlord shall give Tenant prompt notice of any obligations arising under this lease and Tenant shall defend, settle or otherwise compromise any such claims.

d. **REPAIRS AND MAINTENANCE:** To keep the Premises in a safe and good condition.

e. **COMPLIANCE WITH LAW:** To comply with all governmental laws, rules and regulations applicable to the use, development or operation of the Premises and, without limitation, to the closure and post-closure obligations under any applicable environmental law and/or regulation.

9. **ASSIGNMENT AND SUBLETTING:** Neither Landlord or Tenant shall assign this lease without first obtaining the other party's prior written consent, which consent such other party shall not unreasonably withhold. Notwithstanding the above provisions, Landlord or Tenant may assign its interest in this lease or in the Premises without Landlord's or Tenant's consent to any corporation or organization which each may control, is controlled by, or is under common control by Landlord or Tenant, provided that the assignee assumes in full the obligations of the Landlord or Tenant under this lease as each particular case may be.

10. **SALE AND ENCUMBRANCE OF PREMISES:** Landlord agrees that it will not in any manner sell, alienate, mortgage, or encumber the leased premises, unless such purchaser, transferee or lien holder takes subject to all terms and conditions of the lease, satisfactory evidence of which shall be furnished in advance to Tenant.

Option Agreement for the
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Page 6

11. **SALE AND ENCUMBRANCE OF LEASE:** Tenant agrees that it will not in any manner sell, alienate, mortgage, or encumber the lease, unless such purchaser, transferee or lien holder takes subject to all terms and conditions of the lease, satisfactory evidence of which shall be furnished in advance to Landlord.

12. **CONDEMNATION:** If the whole or any part of the Premises is taken or condemned by any competent authority for any public use or purpose during the term or any extension of this Agreement, Tenant reserves the right to claim and litigate its claim in all appropriate courts and agencies for an award or damages for such taking based upon its option or leasehold interest and/or any improvements, without impairing any rights of Landlord arising from the taking or from the reversion.

13. **TRADE FIXTURES, MACHINERY AND EQUIPMENT:** Landlord agrees that all trade fixtures, machinery, equipment, furniture and other personal property of whatever kind and nature kept or installed on the Premises by Tenant shall not become the property of Landlord, or part of the realty. Any permanent improvements constructed on the Premises by Tenant shall remain, at the termination of the Lease, property of the Landlord. Tenant shall remove all trade fixtures, machinery, equipment, furniture and other personal property from the Premises prior to the expiration of the this Agreement, or if not so removed, title for same shall then vest in Landlord, at his option.

14. **INDEMNITY:** Tenant agrees to indemnify and save harmless the Landlord, its present and future employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any public or private property, (contamination of or adverse effects on the environment, or alleged violations of statutes, ordinances, orders, rules or regulations of any governmental entity or agency), directly or indirectly caused by, or arising out of any acts, omissions or operations of Tenant or its employees or other persons engaged by or under the control, supervision, or direction of Tenant. The Tenant's indemnity obligations hereunder shall only extend to the term of the lease of the premises and for a period of two years thereafter, unless a monitoring obligation requirement extends such a term is required for post-closure obligations.

15. **MEANING OF TERMS:** Whenever the words Landlord and Tenant appear in this Agreement, they shall include the parties and their respective heirs, devisees, executors, administrators, subleasees, successors and assigns. The words Landlord and Tenant as used herein shall be construed to include the plural as well as the singular, and the necessary grammatical

[Handwritten signatures]

Option Agreement for the
Lease of Real Property
Page 7

changes required to make the provisions apply to either corporations, business organizations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

16. NO JOINT VENTURE: The relationship of the parties hereunder is that of Landlord and Tenant, and nothing contained herein shall be construed to make the parties hereto partners or joint ventures, nor shall either party hereto be entitled to enter into any such agreement than that expressly provided herein.

17. BROKERS: Landlord and Tenant each represent to each other that they have dealt with no finder or broker in connection with this Agreement and the transactions provided herein.

18. CONFIDENTIALITY OF AGREEMENT: Landlord and Tenant shall not release any announcement or provide any information concerning this Agreement or any transactions contemplated hereby, without first receiving prior written approval from the other party. Any government, public, or private inquiries or requests for information shall be promptly referred to the other party.

19. LANDLORD'S RIGHT OF ENTRY: Landlord, accompanied by any officer or representative of Tenant, may enter the Premises during regular business hours for the purpose of inspecting the Premises, exhibiting the Premises for sale and, lease or mortgage financing. Landlord agrees to notify Tenant a reasonable time in advance prior to said visit and in no way may the visit interfere with the operations of Tenant.

20. PARTIAL INVALIDITY: If any provision of this Agreement or any portion of any provision shall be found by a court to be invalid, unlawful or unenforceable, the rest of the Agreement shall continue in full force and effect as if such provision or portion of such provision were not contained herein, unless such findings shall seriously impair the rights and economic conditions of either party, in which event the lease, at either party's option, may be terminated, subject to Tenant's closure and post-closure obligations.

21. GOVERNING LAW: This agreement shall be governed by the laws of the Commonwealth of Puerto Rico.

22. NOTICES: All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States Mail, addressed to the Landlord at P. O. Box 1144 Pefuelas, Puerto Rico 00624-1144, or addressed to Tenant at P. O. Box 71331 San Juan, Puerto Rico 00936-8431. Change of address by either party shall be given to the other party in the same manner as above specified.

[Handwritten signatures]

23. **RECORDING:** Tenant, at its sole option, may record the Lease Agreements. All costs, notarial fees and documentary stamps related to said recording leases shall be paid for by Tenant.

24. **WRITING:** No waivers, alterations, amendments or modifications of this Agreement or any agreements in connection with this Agreement shall be valid unless in writing and duly executed by both Landlord and Tenant.

IN WITNESS WHERE OF, Landlord and Tenant have hereunto set their hand and seal, this nineteen (19) day of April, 1995.

TENANT

**RESOURCES MANAGEMENT, INC.
d/b/a PROTECO**



by: Ivelisse Estrada Rivero
Vice President

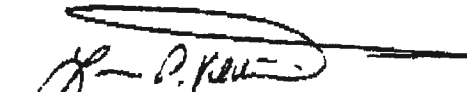
LANDLORD

**ENVIRONMENTAL PROTECTION
ASSOCIATES CORP.**



by: Jorge Lucas P. Valdivieso, Jr.
President

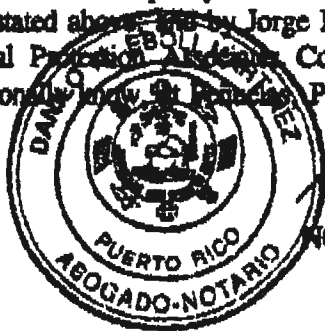
COMPANIA GANADERA DEL SUR, INC



by: Lucas P. Valdivieso
President

AFFIDAVIT: 1856

Acknowledged and subscribed before me by Ivelisse Estrada Rivero, in his capacity as President of Resource Management, Inc. d/b/a PROTECO of the personal circumstances stated above; by Lucas P. Valdivieso in his capacity as President of Compañía Ganadera del Sur, Inc. of the personal circumstances stated above; by Jorge Lucas P. Valdivieso, Jr., in his capacity as President of Environmental Protection Associates Corp., of the personal circumstances stated above; all of whom I personally know at Ponce, Puerto Rico, this nineteen (19) day of April, 1995.




NOTARY PUBLIC

Option Agreement for the
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Page 8

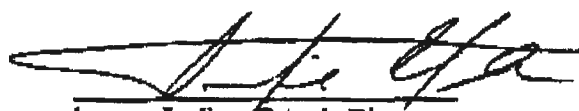
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TENANT

RESOURCES MANAGEMENT, INC.
d/b/a PROTECO

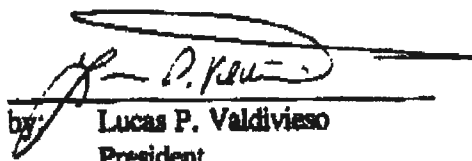

by: Ivelisse Estrada Rivero
Vice President

LANDLORD

**ENVIRONMENTAL PROTECTION
ASSOCIATES CORP.**


by: Jorge Lucas P. Valdivieso, Jr.
President

COMPANIA GANADERA DEL SUR, INC


by: Lucas P. Valdivieso
President

AFFIDAVIT: 1856

Acknowledged and subscribed before me by Ivelisse Estrada Rivero, in his capacity as President of Resource Management, Inc. d/b/a PROTECO of the personal circumstances stated above; by Lucas P. Valdivieso in his capacity as President of Compañía Ganadera del Sur, Inc. of the personal circumstances stated above; and by Jorge Lucas P. Valdivieso, Jr., in his capacity as President of Environmental Protection Associates Corp., of the personal circumstances stated above; all of whom I personally know at San Juan, Puerto Rico, this nineteen (19) day of April, 1995.



NOTARY PUBLIC

EXHIBIT A

Sheet1

COORDENADAS LAMBERT		
PTO.	NORTE (pies)	ESTE (pies)
1	63,628.55	405,599.98
2	63,971.31	405,614.27
3	64,478.58	406,034.28
4	64,957.08	406,368.52
5	65,260.68	406,560.70
6	65,471.37	407,020.00
7	66,050.00	407,567.84
8	66,217.89	407,682.12
9	66,121.41	408,582.13
10	65,317.81	408,874.95
11	64,957.08	408,646.41
12	64,707.11	408,296.99
13	64,035.71	406,874.95
14	63,582.13	406,374.95
15	63,492.79	405,957.08

AREA TOTAL - 100 CDAS.

Page 1

Exhibit 8

AGREEMENT FOR LEASE OF REAL ESTATE
GROUND LEASE ONLY

This AGREEMENT, made and concluded by and between COMPAÑIA GANADERA DEL SUR, INC., a Puerto Rico corporation (hereinafter "Lessor"), and SERVICIOS CARBAREON, INC., a Puerto Rico corporation (hereinafter "Lessee").

WITNESSETH:

1. LEASE: Lessor, does hereby grant and lease unto Lessee the premises hereinafter described, on the terms and conditions set forth.

2. PROPERTY DESCRIPTION: The real estate leased herein (which is hereinafter referred to as "the Premises") shall consist of (i) the real estate legally described on Exhibit A attached hereto and made a part hereof, (ii) an additional parcel of real estate, contiguous to the real estate legally described on Exhibit A, selected by Lessee within that portion of the real estate designated as Parcel 1 on Exhibit A, and (iii) another parcel of real estate adjacent to the Access Road depicted on Exhibit B hereof of approximately 1 acre, to be used for the construction of Lessee's offices, selected by Lessee. The area of said additionally designated real estate, when added to the area of the real estate described on Exhibit A, shall be approximately 100 acres. In addition, Lessor agrees to maintain a "buffer zone" of an additional 100 acres around the perimeter of the Premises, which may be used by Lessor provided its use is not incompatible with Lessee's operation. Likewise this area shall be elected by Lessee. Lessee shall designate the real estate which shall constitute the Premises and the "buffer zone" by submitting to Lessor a survey of the entire Premises accompanied by an amendment to this Lease setting forth the legal description of the entire premises, which amendment Lessor agrees to execute promptly.

3. TERM: Lessee shall have and hold the Premises, with all the appurtenances thereto, and improvements thereon or hereafter constructed, for a term of thirty (30) years.

The term of the Lease shall commence on the first day of July, 1983. Such date, shall hereinafter be referred to as the "Commencement Date".

4. RENT: From and after the Commencement Date of this Lease, Lessee agrees to pay a monthly rental as follows:

During the period commencing on the Commencement Date and terminating on the later to occur of (i) the expiration of three Lease Years (as hereinafter defined) and (ii) the date Lessee secures all Federal state and local zoning, environmental and use, permissions and permits necessary to permit the disposal of hazardous waste, in accordance with Lessee's plans, in

the area selected by Lessee pursuant to subparagraph 2(ii) above \$5,000.00

The remainder of the term hereof - 5% of the gross revenues received by Lessee for Lessee's waste storage, treatment, processing and disposal operations conducted at the Premises, after the 20th year a 7% shall be paid.

For purposes of the foregoing provisions the term "Lease Year" shall mean each consecutive 12 month period commencing with the Commencement Date.

No deductions shall be made from gross revenues for any purpose including any franchise, income, or gross receipts taxes or for any other tax based upon income of Lessee.

All rental payments shall be due on the last day of the month following the month in which the gross revenues are invoiced as aforesaid.

Lessee will pay minimum rental of \$60,000 for each Lease Year, regardless of Lessee's gross revenues.

Lessee shall keep, or cause to be kept, full, complete and proper books, records and accounts of the gross revenues received or collected for Lessee's operations at the premises as aforesaid. Said books, records and accounts, shall be open to inspection of Lessor, Lessor's auditor or other authorized representative or agent upon reasonable advance notice during the sixty (60) day period following the expiration of each lease year. If any such Annual Audit by Lessor discloses that the gross revenues, as herein defined, received or collected exceed that reported for any particular month during such preceding lease year, Lessee shall forthwith pay the amount due for the excess. If such audit discloses that the gross revenue, as herein defined, for a particular month was less than reported, and as a result thereof Lessee paid more rent than was due hereunder, Lessor shall promptly refund to Lessee the amount of the excess payment.

5. USE PERMITS: Lessee shall have the right to use the premises for the construction and operation of a hazardous and non-hazardous waste storage, treatment, processing and disposal facility (hereinafter referred to as "Disposal Facility") and for all related uses (including those expressly set forth in paragraph 6 hereof), provided Lessee, at its expense, complies with all applicable statutes, ordinances, rules

regulations and orders in effect regulating such use by Lessee of the premises. Lessor hereby authorizes Lessee at Lessee's expense, to apply for and attempt to secure such zoning classification, access to suitable public roads, utility connections, consents of property owners, and such building and other governmental permits as may be necessary to permit Lessee to construct, maintain and operate a disposal facility upon the premises in accordance with such site engineering and operating plans as Lessee shall determine. (Such zoning classification, access, utility connections, consents and permits are herein collectively called "Said Permits"). Such applications may be in Lessee's name or Lessor's name, or both, as may be appropriate, and Lessor agrees to cooperate fully and in good faith in this regard. Lessee shall act promptly and proceed with reasonable diligence in applying for and attempting to secure the zoning classification, access, utility connections, consents and governmental permits described above.

Notwithstanding anything contained in this Lease, in the event Lessee at any time during the term hereof or any extension shall determine that it is no longer economically feasible to continue its operations as permitted hereunder, Lessee shall have the option, exercisable by given written notice thereof to Lessor, to terminate this Lease effective ninety (90) days after the date of giving such notice subject to Paragraph 19 hereof.

6. CONSTRUCTION OF IMPROVEMENTS: Lessee, at its cost, shall have the right to make any alterations, modifications, changes or improvements to the premises including, without limitation (1) demolition of existing facilities without replacement thereof and renovation of existing facilities, (2) the right to construct road, berms, ditches, stream diversions, embankments, temporary waste holding and storage facilities, office structures, laboratories, equipment shelters and any and all other facilities of land improvements necessary or required for Lessee's operations, (3) the right to excavate, extract and remove from the premises for any purpose, gravel, soil, clay and all other minerals, materials and substances of any nature whatsoever (whether solid, liquid or gaseous) produced at or under the premises or emanating therefrom or incident to the utilization of the premises as a disposal facility (title to all of such substances being, upon extraction thereof from the premises, the sole and exclusive property of Lessee), (4) the right to drill and establish water wells, install utilities, such as, but not limited to, electric lines, sewer lines, gas lines, underground storage tanks and telephone lines, (5) the right to carry out all energy production, reclamation and waste handling, storage, treatment, disposal and similar operations, including, but not limited to, ponding, cover stockpiling, fill and cover placement and compaction, drainage, pollution and nuisance prevention, (6) the right to deposit subject to applicable permit within the premises all manner and form of ~~hazardous and~~ non-hazardous solid and liquid waste materials.

7. WARRANTY: Lessor covenants and agrees with Lessee that Lessor is the lawful owner of the real estate legally described on Exhibit A and the real estate designated as Parcel 1 on Exhibit A, that the same are free and clear of all covenants, conditions, restrictions, easements, liens, and encumbrances, except as shown on Exhibit B attached hereto and made a part hereof and that Lessor will defend the same against all claims whatsoever. Lessor further covenants and agrees that Lessee, by paying the rents and observing and keeping the covenants of this Lease on its part to be kept, shall lawfully, peaceably, hold, occupy and enjoy the premises during the term herein created, or any extension, without any let, hindrance or molestation by Lessor, or by any other person or persons whomsoever. Within a reasonable time after the execution of this Lease, Lessor shall furnish Lessee a suitable Non-Disturbance Agreement from each lienholder or mortgagee to which this Lease is to be subjected and subordinated, which agreement shall guarantee Lessee's rights if Lessee will attorn to such lienholder or mortgagee and will continue to pay rent in accordance with the provisions of this Lease, to remain in possession of the premises notwithstanding foreclosure or surrender by Lessor of its interest or any taking of possession of the premises by such party.

8. TITLE EVIDENCE: Lessee shall promptly determine whether title to the premises is good and merchantable or otherwise acceptable to Lessee. In this connection, Lessee shall have the right to require title insurance in an amount equal to \$100,000.00 showing marketable title in Lessor and insuring Lessee's leasehold interest, free and clear of all covenants, conditions, restrictions, easements, liens and encumbrances, whatsoever, except for those title exceptions as shown on Exhibit B. In the event title is not determined to be merchantable or discloses matters affecting title (other than those as shown on Exhibit C that render title otherwise unacceptable to Lessee, Lessor shall be so notified and shall then take such action as is necessary to cure such title matters within a reasonable time after notice is given to Lessor thereof. In the event Lessor fails to cure such title matters Lessee may terminate this Lease, subject to Paragraph 19, or may, at its election, take the title as it then is (with the right to deduct from future rentals due Lessor, liens or encumbrances of a definite or ascertainable amount and any costs incurred by Lessee to cure other unacceptable title matters), upon giving notice to Lessor. Lessee shall pay for all costs of the title insurance but Lessor shall pay for the curing of all title matters as aforesaid.

9. TAXES, ASSESSMENTS AND UTILITIES: Lessor will promptly pay as and when they become due, all real estate taxes and assessments against the Premises except those additional taxes imposed due to Lessee's operations and improvements, ~~and all levies and impositions of any nature relating to or imposed upon the premises or Lessor's interest therein or Lessor's rights under this Lease.~~ Lessee shall pay for all utilities used by Lessee in connection with the premises.

10. RIGHT OF FIRST REFUSAL TO PURCHASE: In the event Lessor receives a bona fide offer to purchase the premises, or any part of the premises, during the term of this Lease, and desires to accept the same, Lessee shall have the right of first refusal to purchase the premises at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Lessee in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Lessee shall have a period of sixty (60) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said bona fide offer.

11. REQUIRED PURCHASE: At any time before the 20th lease year, Lessor shall have the right, exercisable by giving written notice thereof to Lessee, to require Lessee to purchase, and Lessee shall purchase, the Premises. Closing shall take place at the offices of the Notary selected by Lessee on the 180th day after Lessor notified Lessee. The Purchase Price shall be the sum of \$600,000.00 to be payable in ten equal annual installments bearing no interest commencing on the first anniversary of the closing. The Purchase Price shall be secured by a ^{first} mortgage on Premises, and title shall pass to Lessee free and clear of all covenants, conditions, restrictions, easements, liens and encumbrances. The parties herein shall pay all expenses of the sale, including but not limited to title search, notarial and recording fees ~~on an equal basis as~~ *as customary by law.*

Lessor may exercise this right after the 20th year in the same manner as described above, except that the Purchase Price shall be reduced by one-tenth for each year that Lessor delays in exercising this right. For example, shall Lessor exercise this right on the 25th lease year the Purchase Price shall be \$300,000.00.

In the event Lessor exercises this right, Lessee shall continue to pay to Lessor a royalty equivalent to the applicable rent under this Lease for the remainder of the term hereof, after deducting from said rental payments the minimum rental of \$60,000.00 specified for each lease year up to the total equivalent purchase price.

12. ACCESS ROAD: Lessor grants to Lessee, during the entire term hereof, and for such additional period after the termination hereof as shall be necessary for the continued care, maintenance and monitoring of the Premises, the ~~continuous and exclusive~~ right to utilize the existing Access Road to the real estate legally described on Exhibit A, as such road is depicted on Exhibit B attached hereto and made a part hereof. Lessee shall maintain said road during the period of its use by Lessee and shall have the right to enlarge and otherwise improve said road, including, without limiting the generality of the foregoing, the pavement of said road with asphalt, concrete or other hard surface provided that Lessor may continue to jointly utilize said accesses. *presently being used by Pacific West Industrial Corp.*

Should Lessee's use of said access road require the granting of any permits or permissions from any governmental agency or entity, Lessor agrees to join with Lessee in making and prosecuting applications for such permits or permissions and shall use its continuous and best efforts to cooperate with Lessee to obtain such permits or permissions.

gd
13. CONDEMNATION: In the event the premises or a part thereof sufficient to interfere with the business for which the premises are used, as Lessee shall determine, shall be condemned, appropriated, or otherwise taken or access to the premises be impaired by right or eminent domain, Lessee shall have the right to cancel this Lease on thirty (30) days' prior written notice to Lessor, subject to Paragraph 19. Such cancellation shall not prejudice Lessee's right to recover its damages resulting from the exercise of such right of eminent domain.

RF
RF
14. *jk* DEFAULT:

- no*
many
modifications →
- (a) If the rent reserved to Lessor, or any part thereof shall remain unpaid for a period of twenty (20) days after it becomes due, or if Lessee shall be in default with respect to any of its covenants herein contained, Lessor, its agent or agents, shall immediately notify Lessee. Said notice shall state specifically the default and if the default is not remedied within thirty (30) days after the receipt of such notice, Lessor may declare this Lease cancelled and be relieved from further performance hereunder except as specified in paragraph 19. The thirty (30) day period provided above (and in subparagraph 14(b) below) shall be extended for such period as Lessee is proceeding with reasonable diligence to cure or correct a default, or alleged default, hereunder, informing Lessor, in writing, details of said diligence.
 - (b) Should Lessor be in default with respect to any of the covenants and conditions of this Lease, Lessee shall notify Lessor, said notice stating specifically the default, and Lessor shall have thirty (30) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Lessee may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this Lease cancelled and be relieved from further liability hereunder, subject to paragraph 19.

- (c) In the event that Lessor or Lessee waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party. *Procedo*

Noted
15. NOTICES: All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Lessor, at Firm delivery, Ponce, Puerto Rico 00731 or addressed to Lessee, at Firm Delivery, Ponce, Puerto Rico 00731, with ~~copy to Rafael Arrillaga Torr ns, Jr., Esq., P.O. Box S-1070, San Juan, Puerto Rico 00902.~~
Change of address by either party shall be by notice given to the other in the same manner as above specified.

Noted
16. REMOVAL OF BUILDING, EQUIPMENT AND OTHER IMPROVEMENTS: The parties hereto understand and agree that title to all buildings, equipment and other improvements installed, constructed or located by Lessee upon the premises shall remain in Lessee and same shall at all times remain personal property regardless of the nature of fixation to the premises. Lessee shall have the right to remove all such buildings, equipment and other improvements that Lessee has installed, constructed or located upon the premises, provided the same shall be removed within sixty (60) days after the termination or cancellation of this Lease, or any extension thereof, for any reason. Title to any buildings, equipment or other improvements not so removed by Lessee shall vest in Lessor.
Modify previous building

17. INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor, its present and future employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of any acts, omissions or operations of Lessee or its employees or other persons engaged by or under the control, supervision or direction of Lessee.

Lessor agrees to indemnify and save harmless Lessee, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits; and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of acts, omissions or operations of any persons in any way relating to the premises at any time if such persons were engaged by or under the control, supervision or direction of Lessor.

18. **INSURANCE:** Lessee shall, at its own expense, during the term hereof, procure and maintain all public liability insurance necessary to protect Lessor from liability to third persons for bodily injury and property damages with limits which are not less than \$200,000 with respect to injury or death to a single person, \$500,000 with respect to any one accident, and \$100,000 for property damages, as well as all other insurance necessary by applicable statutes, ordinances, rules, regulations and order in effect regulating Lessee's use of the premises, in which both Lessor and Lessee shall be named as insurers.

19. **MONITORING AFTER TERM:** After termination of this Lease for any reason, Lessor shall not disturb the integrity of the cover materials placed over the premises in any manner, whether through excavation, cultivation, boring, regrading or otherwise, nor construct any structures on the premises (except that paving shall be permitted), nor alter any venting wells, vegetation or drainage then existing at the premises unless Lessee expressly consents to such activity. At Lessee's request, Lessor shall execute a suitable document, to bind the premises, and future owners of the premises, to the undertakings and obligations of Lessor in this section and as shall be necessary to assure compliance with the laws of the United States and the Commonwealth of Puerto Rico.

At any time after the termination of this Lease, for any reason, Lessee shall be granted access to the premises to conduct such post-operation care, maintenance and monitoring of the premises as it deems advisable; provided that Lessee shall not be obligated to do so, except as required by law.

20. **FORCE MAJEURE:** From and after the commencement date, the further performance of this Lease may be suspended and the obligations hereunder excused, including the payment of rent, in the event during the period that such performance is prevented by a cause or causes beyond the reasonable control of Lessee subject to Paragraph 19.

21. ASSIGNMENT AND SUBLETTING: Neither Lessee nor Lessor shall assign this Lease without first obtaining the other party's prior written consent, which consent such other party shall not unreasonably withhold. Notwithstanding the above provisions, Lessee or Lessor may assign its interest in this Lease or in the premises, or sublease all or any part of the premises, without Lessor's or Lessee's consent, to any corporation which each may control, is controlled by or is under common control with Lessee or Lessor, provided that the assignee assumes, in full, the obligations of Lessee or Lessor under this Lease and each particular case may be.

22. SALE OR ENCUMBRANCE OF PREMISES: Lessor agrees that it will not in any manner sell, alienate, mortgage or encumber the leased premises, unless such purchaser, transferee or lien holder takes, subject to all terms and conditions of this Lease, satisfactory evidence of which shall be furnished in advance to Lessee, and any attempt to do so shall be void as to Lessee.

23. MEANING OF TERMS: Wherever the words "Lessor" and "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, sublessees, successors and assigns. The word "Lessor" as used herein, shall be construed to include the plural as well as the singular, and the necessary grammatical changes required to make the provisions apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

24. NO JOINT VENTURE: The relationship of the parties hereunder is that of Lessor and Lessee and nothing contained herein shall be construed to make the parties hereto partners or joint venturers, nor shall either party hereto be entitled otherwise expressly provided herein.

25. ENTIRE AGREEMENT; PRIOR LEASES SUPERSEDED; MEMORANDUM OF LEASE: This Lease expresses the entire agreement between the parties hereto. ~~This Lease shall supersede all other leases affecting the premises including, but not limited to, the lease dated~~ ^{may} ~~between Lessor as lessor and Servicios Carbareon, Inc.~~ as lessee. Upon the execution of this Lease, the parties shall execute a short form memorandum of Lease in recordable form, which may be recorded in the official records of the Commonwealth of Puerto Rico, at the discretion of Lessee. Lessee shall pay all expenses connected with said recordation.

26. BROKERS: Lessor and Lessee each represent to the other that they have dealt no finder or broker in connection with this Lease and the transactions provided herein. Each party agrees to save indemnify and hold the other party harmless (which indemnity shall include the payment of attorney's fees from and against the claim of any broker or

finder alleging the right to a commission or other compensation on account of the transactions provided for herein because of dealings or communications of said person with the respective indemnifying party.

27. GOVERNING LAW: This Lease shall be governed by the laws of the Commonwealth of Puerto Rico.

28. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

29. PARTIAL INVALIDITY: If any provision of this Lease, or any portion of any provision, shall be found by a court to be invalid, unlawful or unenforceable, this Lease shall continue in full force and effect as if such provision or portion of such provision were not contained herein, unless such finding shall prevent Lessee from carrying on the activities permitted by this Lease, or shall seriously impair such activities or make such activities uneconomical for Lessee, in which event, at Lessee's option, this Lease may be cancelled *Subject to Paragraph 19.*

30. RELEASES OF INFORMATION: Lessor and Lessee shall not release any announcement or provide any information concerning this Lease or any transactions contemplated hereby, without first receiving prior approval from the other party. Any governmental, public or private inquiries or requests for information shall be promptly referred to the other party.

31. LESSOR'S RIGHT OF ENTRY: Lessor, accompanied by any officer of Lessee, may enter the leased property during regular business hours for the purpose of inspecting the leased property, exhibiting the leased property for sale, lease, or mortgage financing. ~~Lessor hereby agrees to notify Lessee at least five (5) days prior to his visit.~~

IN WITNESS WHEREOF, Lessor has hereunto set his hand and seal this day of 1983.

COMPANIA GANADERA DEL SUR, INC.

By: 

Attest:

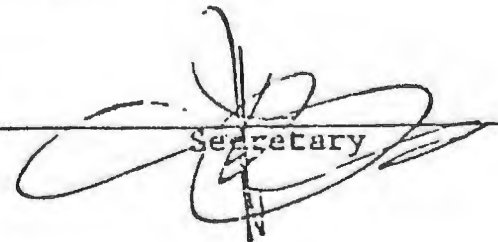

Secretary

Exhibit 9





AREA A SEGREGAR	150 CDAS.
AREA UNIDADES CERRADAS DE DESPERDICIOS ...	±44 CDAS.
REMANENTE FINCA PRINCIPAL	106 CDAS.
TOTAL FINCA PRINCIPAL SEGUN ESCRITURA	300 CDAS.

Exhibit 10

(3)

**AGREEMENT FOR LEASE OF
REAL ESTATE**

This AGREEMENT is made and entered into on the date set forth below by and between **COMPANIA GANADERA DEL SUR, INC. ("Ganadera")**, a Puerto Rico corporation represented herein by its duly authorized President, **Lucas P. Valdivieso**, **BROSVAL CHEMICALS, INC. ("Brosval")**, a Puerto Rico corporation represented herein by its duly authorized President, **Lucas P. Valdivieso**, **ENVIRONMENT PRESERVATION ASSOCIATES CORP. ("EPAC")**, a Puerto Rico corporation represented herein by its duly authorized President, **Jorge Lucas P. Valdivieso, Jr.**, **CORPORACION AGRICOLA PEÑOLANA, INC. ("CAP")**, a Puerto Rico corporation represented herein by its duly authorized President, **Jorge Lucas P. Valdivieso, Jr.**, and **RESOURCES MANAGEMENT, Inc. d/b/a/ PROTECO**, a Puerto Rico corporation represented herein by its duly authorized President, **Ivelisse Estrada Rivero**, (hereinafter "Lessee" or "PROTECO").

WITNESSETH:

WHEREAS, on August 16, 1983, **Ganadera and Servicios Carbareon, Inc. ("SCI")**, a Puerto Rico corporation, entered into a certain lease agreement for a parcel of land located at Tallaboa Saliente Ward of the Municipality of Peñuelas (the "Existing Lease Agreement") of which **Brosval** is now the owner by reason of its acquisition thereof from **Ganadera** pursuant to deed number twenty nine (29) executed on October 11, 1996 before Notary Public **Rosa Caraballo Rodriguez** and of which **PROTECO** is now the lessee by reason of having received and assumed all of **SCI's** rights and obligations under the Existing Lease Agreement;

WHEREAS, EPAC and CAPI are the owners of additional parcels of land located adjacent to those subject to the Existing Lease Agreement;

WHEREAS, Ganadera and EPAC (hereinafter jointly referred to as "Lessor") entered into an Option Agreement for the Lease of Real Property (the "Option Agreement") with PROTECO on the nineteenth (19th) day of April, 1995, for two parcels of such adjacent premises (the "First Optioned Premise" and the "Second Optioned Premise").

WHEREAS, PROTECO exercised its right to lease the First Optioned Premises on the nineteenth (19th) day of September, 1996.

WHEREAS, Lessor acknowledges Lessee's right to lease the First Optioned Premises and Lessee desires to enter into such lease on the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties agree to the following:

1. **LEASE:** Lessor does hereby grant and lease unto Lessee, and Lessee does hereby accept and lease from Lessor the premises hereinafter described pursuant to the terms and conditions set forth below.

30 / 11
2. **PROPERTY DESCRIPTION:** The real estate leased herein (the "Premises") consist of a parcel of land of fifty (50) 'cuerdas' located at Tallaboa Saliente Ward, Municipality of Peñuelas, Puerto Rico (the 'First Option'), being more particularly described in Exhibit A hereto.

3. **TERM:** Lessee shall have and hold the Premises, with all the appurtenances thereto and improvements thereon or hereinafter constructed, for a term of ten (10) years. The term of the Lease shall commence on the first (1st) day of October, 1996 (the "Commencement Date"). Lessee shall have the right, exercisable before the expiration of the Lease term, to extend this Lease for two (2) additional terms of five (5) years each commencing on the expiration date of the Lease term.

4. **RENT:** Starting on the Commencement Date, Lessee agrees to pay Lessor as rent for the Premises, until the expiration of the Lease, the sum of Thirty Six Thousand dollars (\$36,000.00) for the first Lease Year, payable in equal monthly installments of Three Thousand dollars (\$3,000.00) per month, payable on the first day of every calendar month. Thereafter until the expiration of the Lease, Lessor's annual rent will increase by the sum of One Thousand Two Hundred dollars (\$1,200.00) per Lease Year, also payable in equal monthly installments on the first day of every calendar month.

For purposes of the foregoing provisions, the term "Lease Year" shall mean each consecutive twelve (12) month period commencing with the Commencement Date.

5. **USE PERMITS:** Lessee shall have the right to use the premises for the construction and operation of a commercial non-hazardous solid waste landfill, waste storage, treatment, processing and disposal facility (hereinafter referred to as "Disposal Facility") and for all related uses (including those expressly set forth in paragraph 6 here), provided Lessee, at its expenses, complies with all applicable statutes, ordinances, rules, regulations and orders in effect regulating such use by Lessee of the premises. Lessor hereby authorizes Lessee at Lessee's expense, to apply for and

attempt to secure such zoning classification, access to suitable public roads, utility connections, consents of property owners, and such building and other governmental permits as may be necessary to permit Lessee to construct, maintain and operate a disposal facility upon the premises in accordance with such site engineering and operating plans as Lessee shall determine. Such applications may be in Lessee's name or Lessor's name, or both, as may be appropriate, and Lessor agrees to cooperate fully and in good faith in this regard. Lessee shall act promptly and proceed with reasonable diligence in applying for and attempting to secure the zoning classification, access, utility,

6. **CONSTRUCTION OF IMPROVEMENTS AND UTILITIES:** Lessee, at its cost, shall have the right to make any alterations, modifications, changes or improvements to the premises including, without limitation, demolition of existing facilities without replacement thereof and renovation of existing facilities. Lessor, in turn, will provide access for any and all utilities through the existing right of way as per the Existing Lease Agreement. In addition, Lessor shall provide access to the Premises through the existing access road as defined under the Existing Lease Agreement, and shall allow construction of surface water management drainage channel outside the leased parcels, as may be necessary on account of the topography and in order to optimize the utilization of the parcels for the sole and exclusive purpose of landfilling of solid waste in compliance with applicable regulations. Lessee shall pay for all utilities used by Lessee in connection with the premises. Notwithstanding the foregoing, Lessee shall have (1) the right to construct road, berms, ditches, stream diversions, embankments, temporary waste holding and storage facilities, office structure, laboratories, equipment shelters and any and all other facilities of land improvements

necessary or required for Lessee's operations; (2) the right to excavate, extract and remove from the premises for any purpose, gravel, soil, clay and all other minerals, materials and substances of any nature whatsoever (whether solid, liquid or gaseous) produced at or under the premises or emanating therefrom incidental to the utilization of the premises as a disposal facility (title to all of such substances being, upon extraction thereof from the premises, the sole and exclusive property of Lessee); (3) the right to drill and establish water wells, install utilities, such as, but not limited to, electric lines, sewer liens, gas lines, underground storage tanks and telephone lines; (4) the right to carry out all energy production, reclamation and waste handling, storage, treatment, disposal and similar operations, including, but not limited to, ponding, cover stockpiling, fill and cover placement and compaction, drainage, pollution and nuisance prevention; (5) the right to deposit subject to applicable permit within the premises all manner and form of non-hazardous solid and liquid waste materials.

7. **WARRANTY:** Lessor covenants and agrees with Lessee that Lessor is the lawful owner of the real estate legally described and designated as Parcel 1 on Exhibit A, that the same are free and clear of all covenants, conditions, restrictions, easements, liens, and encumbrances, except as shown on Exhibit B attached hereto and made a part hereof, and that Lessor will defend the same against all claims whatsoever. Lessor further covenants and agrees that Lessee, by paying the rents and observing and keeping the covenants of this Lease on this part to be kept, shall lawfully, peaceably, hold, occupy and enjoy the premises during the term herein created, or any extension, without any let, hindrance or molestation by Lessor, or by any other person or persons whomsoever. Lessor also covenants and agrees that the Premises are free of all tenancies, whether oral or written,

and that Lessee shall have actual and sole possession of the Premises. Within a reasonable time after the execution of this Lease, Lessor shall furnish Lessee a suitable Non-Disturbance Agreement acceptable to Lessee from each lienholder or mortgagee to which this Lease is to be subjected and subordinated, which agreement shall guarantee Lessee's rights if Lessee will attorn to such lienholder or mortgagee and will continue to pay rent in accordance with the provisions of this Lease, to remain in possession of the premises notwithstanding foreclosure or surrender by Lessor of its interest or any taking of possession of the premises by such party.

8. **TITLE EVIDENCE:** Lessee shall promptly determine whether title to the premises is good and merchantable or otherwise acceptable to Lessee. In this connection, Lessee shall have the right to require Lessor to furnish Lessee, at Lessee's cost, title insurance in an amount equal to \$100,000.00 showing marketable title in Lessor and insuring Lessee's leasehold interest, free and clear of all covenants, conditions, restrictions, easements, liens and encumbrances, whatsoever, except for those title exceptions as shown on Exhibit B. In the event title is not determined to be merchantable or discloses matters affecting title, Lessor shall be so notified and shall then take such action as is necessary to cure such title matters within a reasonable time after notice is given to Lessor thereof. In the event Lessor fails to cure such title matters, Lessee may terminate this Lease, subject to Paragraph 19, or may, at its election, take the title as it then is (with the right to deduct from future rentals due Lessor, liens or encumbrances of a definite or ascertainable amount and any costs incurred by Lessee to cure other unacceptable title matters), upon giving notice to Lessor. Lessee shall pay for all costs of the title insurance but Lessor shall pay for the curing of all title matters as aforesaid.

9. **ZONING:** Lessor shall, if necessary, use its best effort to cooperate, give the consent, and provide any available documents in order for Lessee to proceed in obtaining the approval of all public and governmental authorities as to matters relating to zoning, subdivision, lot splits, special use permits or similar requirements for use by Lessee of the premises, in accordance with Lessee's plans and specifications, but will not bear any costs of these proceedings, all of which shall be borne by Lessee.

10. **TAXES AND ASSESSMENTS:** Lessor shall pay, bear and discharge all current real estate taxes. Any additional or special assessment charged or imposed on the Premises due to Lessee's operations, or due by any improvements erected thereon by Lessee, shall be borne by Lessee.

11. **RIGHT OF FIRST REFUSAL TO PURCHASE:** In the event Lessor receives a *bona fide* offer to purchase the premises, or any part of the premises, during the term of this Lease, and desires to accept the same, Lessee shall have the right of first refusal to purchase the premises at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Lessee in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Lessee shall have a period of sixty (60) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said *bona fide* offer.

12. **ACCESS ROAD:** Lessor grants to Lessee, during the entire term hereof, and for such additional period after the termination hereof as shall be necessary for the continued care, maintenance and monitoring of the premises, the continuous and exclusive right to utilize the existing Access Road to the real estate legally described on Exhibit A, a such road is depicted as an exhibit attached to the Existing Lease Agreement and made a part thereof. Lessee shall maintain said road during the period of its use by Lessee and shall have the right to enlarge and otherwise improve said road, including, without limiting the generality of the foregoing, the pavement of said road with asphalt, concrete or other hard surface provided that Lessor may continue to jointly utilize said accesses. Should Lessee's use of said access road require the granting of any permits or permissions from any governmental agency or entity, Lessor agrees to join with Lessee in making and prosecuting applications for such permits or permissions and shall use its continuous and best efforts to cooperate with Lessee to obtain such right of eminent domain.

13. **CONDEMNATION:** In the event the premises or a part thereof sufficient to interfere with the business for which the premises are used, as Lessee shall determine, shall be condemned, appropriated, or otherwise taken or access to the premises to impaired by right of eminent domain, Lessee shall have the right to cancel this Lease on thirty (30) days' prior written notice to Lessor, subject to Paragraph 19. Such cancellation shall not prejudice Lessee's right to recover its damages resulting from the exercise of such right of eminent domain. In such a case Lessee also reserves the right to claim and litigate its claim in al appropriate courts and agencies for an award or damages for such taking based upon its option or leasehold interest and/or any improvements, without impairing any rights of Lessor arising from the taking or from the reversion.

14. **LESSEE'S COVENANTS:** Lessee covenants and agrees, during the term of this Lease and for such further time as Lessee of any person or entity claiming under it shall hold the Premises or any part thereof:

a. **RENT:** To pay rent on the days and in the manner as provided in this Lease.

b. **LIENS AND ENCUMBRANCES:** Not to allow any interest in the estate of Lessor in the leased Premises at any time during the term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify Lessor against all such liens, charges and encumbrances that may result from Lessee's fault or negligence. It is agreed expressly that Lessee shall not have the authority, express or implied, to create any lien, charge or encumbrance whatsoever upon the estate of Lessor, except that Lessee may hypothecate or encumber its leasehold interest hereunder at its own cost and expense; provided, however that Lessee agrees that it will not in any manner mortgage or encumber the leased Premises, unless such mortgagee or lienholder recognizes and accepts the terms and conditions of this Lease, satisfactory evidence of which shall be furnished in advance to Lessor.

c. **REPAIRS AND MAINTENANCE:** To keep the Premises in a safe and good condition.

d. **COMPLIANCE WITH LAW:** To comply with all governmental laws, rules and regulations applicable to the use, development or operation of the Premises and, without limitation, to the closure and post-closure obligations under any applicable environmental law and/or regulation.

15. DEFAULT:

- a. If the rent reserved to Lessor, or any part thereof shall remain unpaid for a period of twenty (20) days after it becomes due, or if Lessee shall be in default with respect to any of its covenants herein contained, Lessor, its agent or agents, shall immediately notify Lessee. Said notice shall state specifically the default and if the default is not remedied within thirty (30) days after the receipt of such notice, Lessor may declare this Lease canceled and be relieved from further performance hereunder except as specified in Paragraph 19. The thirty (30) day period provided above (and in subparagraph 17(b) below) shall be extended for such period as Lessee is proceeding with reasonable diligence to cure or correct a default, or alleged default, hereunder, informing Lessor, in writing, details of said diligence.
- b. Should Lessor be in default with respect to any of the covenants and conditions of this Lease, Lessee shall notify Lessor, said notice stating specifically the default, and Lessor shall have thirty (30) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Lessee may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing.

hereunder, or it may declare this Lease canceled and be relieved from further liability hereunder, subject to Paragraph 19.

- c. In the event the Lessor or Lessee waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

16. NOTICES: All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Lessor, at P.O. Box 1144, Peñuelas, Puerto Rico 00624-1144 or addressed to the Lessee at P.O. Box 71331 San Juan, Puerto Rico 00936-8431. Change of address by either party shall be by notice given to the other party in the same manner as above specified.

17. TRADE FIXTURES, MACHINERY AND EQUIPMENT: Lessor agrees that all trade fixtures, machinery, equipment, furniture and other personal property of whatever kind and nature kept installed on the Premises by lessee shall not become the property of the Lessor, or part of the realty. Any permanent improvements constructed on the Premises by Lessee shall remain, at the termination of the Lease, property of the lessor. Lessee shall remove all trade fixtures, machinery, equipment, furniture and other property from the Premises prior to the expiration of this Lease, or if not so removed, title for same shall then vest in Lessor, at Lessor's option.

18. INDEMNITY: Lessee agrees to indemnify and save harmless the Lessor, its present and future employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or alleged violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of any acts, omissions or operations of Lessee or its employees or other persons engaged by or under the control, supervision or direction of Lessee. The Lessee's indemnity obligations hereunder shall only extend to the term of the lease of the premises and for a period of two (2) years thereafter, unless a monitoring obligation requirement extends such a term is required for post-closure obligations.

Lessor agrees to indemnify and save harmless Lessee, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of acts, omissions or operations of any persons in any way relating

to the premises at any time if such persons were engaged by or under the control, supervision or direction of Lessor.

19. **MONITORING AFTER TERM:** After termination of this Lease for any reason, Lessor shall not disturb the integrity of the cover materials placed over the premises in any manner, whether through excavation, cultivation, boring, regrading or otherwise, nor construct any structures on the premises (except that paving shall be permitted), nor alter any venting wells, vegetation or drainage then existing at the premises unless Lessee expressly consents to such activity. At Lessee's request, Lessor shall execute a suitable document, to bind the premises, and future owners of the premises, to the undertakings and obligations of Lessor in this section and as shall be necessary to assure compliance with the laws of the United States and the Commonwealth of Puerto Rico.

At any time after the termination of this Lease, for any reason, Lessee shall be granted access to the premises to conduct such post-operation care, maintenance and monitoring of the premises as it deems advisable; provided that Lessee shall not be obligated to do so, except as required by law.

20. **INSURANCE:** Lessee shall obtain, at its own expense, all insurance policies required by the laws of the Commonwealth of Puerto Rico and/or the United States of America for the operation of the commercial non-hazardous solid waste landfill. Such insurance policies shall bear an endorsement in favor of Lessor. Lessee shall send to Lessor copy of such endorsements within thirty (30) days of the issuance of such policies. Lessee shall also maintain and keep in force, at its own expense, all public liability insurance necessary to protect Lessor from liability during the

duration of the Lease against claims for personal injury, death and property damages occurring in or about the Premises, or occurring in any operation related in any form or manner with the utilization of the Premises which limit are to be not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** with respect to injury or death to a single person, **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** with respect to any one accident, and **FIVE HUNDRED THOUSAND DOLLARS (\$500,00)** for property damages, as well as all other insurance necessary by applicable statutes, ordinances, rules, regulations and order in effect regulating Lessee's use of the Premises. Lessee further agrees to indemnify, defend and save Lessor harmless from any liability loss, cost, expense or claim of any nature resulting from any damage to person or property arising out of Lessee or Lessee's agents, employees, servants, licensees or contractors, in any respect, to keep the Premises in a safe condition and to comply with and perform all the requirements and provisions of this Lease. Lessor shall give Lessee prompt notice of any obligations arising under this Lease and Lessee shall defend, settle or otherwise compromise any such claims.

21. **FORCE MAJEURE:** From and after the commencement date, the further performance of this Lease may be suspended and the obligations hereunder excused, including the payment of rent, *in the event during the period that such performance is prevented by a cause or causes beyond the reasonable control of Lessee subject to Paragraph 19.*

22. **ASSIGNMENT AND SUBLETTING:** Neither Lessee nor Lessor shall assign this Lease without first obtaining the other party's prior written consent, which consent such other party shall not unreasonably withhold. Notwithstanding the above provisions, Lessee or Lessor may assign

its interest in this Lease or in the Premises, or sublease all or any part of the premises, without Lessor's or Lessee's consent, to any corporation or organization which each may control, is controlled by or is under common control by Lessee or Lessor, provided that the assignee assumes, in full, the obligations of Lessee or Lessor under this Lease as each particular case may be.

Notwithstanding the above exception, Lessee shall not sublease, sublet, or assign the Premises except upon Lessor's written consent, which consent shall not be unreasonably withheld.

23. MEANING OF TERMS: Wherever the words "Lessor" and "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, sublessees, successors and assigns. The word "Lessor" or "Lessee" as used herein, shall be construed to include the plural as well as the singular, and the necessary grammatical changes required to make the provisions apply to either corporations, business organizations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

24. NO JOINT VENTURE: The relationship of the parties hereunder is that of Lessor and Lessee and nothing contained herein shall be construed to make the parties hereto partners or joint venturers.

25. ENTIRE AGREEMENT; PRIOR LEASES SUPERSEDED; MEMORANDUM AND RECORDATION OF LEASE: This Lease expresses the entire agreement between the parties hereto. This Lease shall supersede all other leases affecting the premises; provided, however, that Lessee's rights and privileges under the Option Agreement to Lease the Second Optioned

Premises shall not be affected in any manner by this Lease; provided, however, that the parties have agreed that in the event that Lessee exercises its Second Option under the Option Agreement and enters into a lease for the Second Optioned Premises, such lease agreement for the Second Optioned Premises shall be for a term of no less than ten (10) years and that in such lease agreement Lessor shall grant Lessee the right to extend such term for two (2) additional five (5) year periods upon the expiration of the original Lease term.

Lessee, at its sole option, may record this Lease. All costs, notarial fees and documentary stamps related to said recording leases shall be paid for by Lessee. Upon the execution of this Lease, the parties shall execute a short form Memorandum of Lease in recordable form, which may be recorded in the official records of the Commonwealth of Puerto Rico, at the discretion of Lessee. Lessee shall pay all expenses connected with said recordation.

26. BROKERS: Lessor and Lessee each represent to the other that they have dealt no finder or broker in connection with this Lease and the transactions provided herein. Each party agrees to save indemnify and hold the other party harmless (which indemnity shall include the payment of attorney's fees) from and against the claim of any broker or finder alleging the right to a commission or other compensation on account of the transactions provided for herein because of dealings or communications of said person with the respective indemnifying party.

27. GOVERNING LAW AND CHOICE OF FORUM: This Lease shall be governed by the laws of the Commonwealth of Puerto Rico, and the parties hereto expressly covenant and agree that they shall submit any and all controversies under this Lease to the courts of competent jurisdiction in the Commonwealth of Puerto Rico.

28. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

29. PARTIAL INVALIDITY: If any provision of this Lease, or any portion of any provision, shall be found by a court to be invalid, unlawful or unenforceable, this Lease shall continue in full force and effect as if such provision or portion of such provision were not contained herein, unless such finding shall seriously impair the rights and economic conditions of either party, in which event the lease, at either party's option, may be terminated, subject to Lessee's closure and post-closure obligations.

30. LESSOR'S RIGHT OF ENTRY: Lessor, accompanied by any officer or representative of Lessee, may enter the leased property during regular business hours for the purposes of inspecting the leased property, exhibiting the leased property for sale, lease, or mortgage financing. Lessor hereby agrees to notify Lessee a reasonable time in advance prior to said visit and in no way

may the visit interfere with the operations of the Lessee and Lessor shall at all times comply with all applicable rules and regulations imposed by law or Lessee.

31. **WRITING:** No waivers, alterations, amendments or modifications of this Lease shall be valid unless in writing and duly executed by both Lessor and Lessee.

32. **CROSS GUARANTIES:** Ganadera, Brosval, EPAC and CAPI jointly and severally guarantee their respective obligations under the Existing Lease Agreement, the Option Agreement and this lease agreement.

IN WITNESS WHEREOF, Lessor and Lessee accept and execute this agreement this 15th day of October 1996.

COMPANIA GANADERA DEL SUR, INC.

By: _____

Lucas P. Valdivieso
President

BROSVAL CHEMICALS, INC.

By: _____

Lucas P. Valdivieso
President

**ENVIRONMENT PRESERVATION
ASSOCIATES CORP.**

By: _____

Jorge Lucas P. Valdivieso
President

CORPORACION AGRICOLA PEÑOLANA, INC.

By: Jorge Lucas P. Valdivieso
PresidentRESOURCES MANAGEMENT, INC.
d/b/a PROTECOBy: Ivelisse Estrada Rivero
President

Affidavit No. 1093

ACKNOWLEDGED TO AND SUBSCRIBED before me by Ivelisse Estrada Rivero, in her capacity as President of RESOURCES MANAGEMENT, INC. d/b/a PROTECO, who is of legal age, single, and a resident of San Juan, Puerto Rico; by Lucas P. Valdivieso, in his capacity as President of COMPAÑIA GANADERA DEL SUR, INC. and in his capacity as President of BROSVAL CHEMICALS, INC., who is of legal age, married and a resident of Ponce, Puerto Rico; and by Jorge Lucas P. Valdivieso, Jr., in his capacity as President of ENVIRONMENTAL PRESERVATION ASSOCIATES CORP. and in his capacity as President of CORPORACION AGRICOLA PEÑOLANA, INC., who is of legal age, single and a resident of San Juan, Puerto Rico; all of whom I personally know in San Juan, Puerto Rico, this 16th day of October, 1996.


NOTARY PUBLIC
2

Exhibit 11

Estado Libre Asociado de Puerto Rico
Departamento de Estado

Con Fines de Lucro ☒ CORPORACIONES Doméstica ☒
Sin Fines de Lucro ☐ Eóraneas ☐

NOMBRE Resources Management, Inc.
Núm. de Registro 54 330

Documento : Certificado de Incorporación
Otro : Aut. of many letters
Derechos por Enmiendas y/o Registro : Estadística Técnica
Ecología Corp. (33, 245) and Resources
(Proteco)
Archivo y Registro del Certificado de Incorporación Management, Inc. (54, 330) providing the
Certificado de Registro table
Certificado de Enmienda _____
Certificado de Cambio de Agente Residente y Ubicación de Oficina Principal _____
Copia Certificada _____
Otros Documentos a prepararse _____
Aumento o Rebaja del Capital Autorizado _____

Ferraioli Aytmayer & Hertz
BANCO POPULAR CENTER
Suite 1420, Hato Rey, P.R. 00918

Nombres Similares :

Comentarios : peruola
copy 2

Fecha Radicado : DIA MES AÑO
26 4 89
HORA : 12:00 PM.

COLECTORIA		FECHA DE PAGO			NUM. DEP.	CIFRA INGRESO	TIPO DE COBRO/PAGO		NUMERO DE CUENTA		FECHA DE RECIBO				
COBRO	IMP.	MES	DIA	AÑO				DEP. ESP.	PAGO TOTAL		MES	DIA	AÑO		
88		4	26	89	932	512		COBRO ESP.	PAGO PARCIAL		4	26	89		
NUMERO DE PROPIEDAD				LOCALIZACION DE PROPIEDAD / CONCEPTO CONTRIBUTIVO							NUM. CHEQUE				
				Cup											
CONTRIBUCION ADEUDADA				BAL. PENDIENTE DEL PRINCIPAL				FORMA DE PAGO		FECHA CHEQUE					
1er. SEMESTRE		2do. SEMESTRE		1er. SEMESTRE		2do. SEMESTRE		VENT. <input checked="" type="checkbox"/> EFECT. <input checked="" type="checkbox"/>		MES		DIA	AÑO		
								CORREO <input type="checkbox"/> CHEQUE <input type="checkbox"/>							
MUN.	NUM. BOLETO		NUM. TABLILLA		NUM. LICENCIA		NUM. MARBETE		NUM. FACTURA		OTROS				
RECIBI DE							PARA APLICAR A								
Resource Management															
AÑO	SEM	NUM. RECIBO		CONTRIBUCION		DESCUENTO		INTERESES		RECARGOS		MUL./PENAL		TOTAL PAGADO	
CANTIDAD EN LETRAS															
Veinte														/100	\$ 20.00

NOMBRE Y DIRECCION

DEPARTAMENTO DE HACIENDA
NEGOCIADO DE RECAUDACIONES

COLECTOR O SU REPRESENTANTE AUTORIZADO

1ra COPIA-DOCUMENTO PARA TRAMITE

DISCONTINUED

May 18, 1989

Ferraivali Aytmayeñ & Hertell
Attorneys at Law
Banco Popular Center
Suite 1420
Hato Rey, Puerto Rico 00918

Sirs:

This is to inform you that on April 26, 1989 at 12:00 M., there was filed and recorded in this Department a Certificate of Merger between "PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", and "RESOURCES MANAGEMENT, INC.", both corporations organized under the laws of Puerto Rico, surviving "RESOURCES MANAGEMENT, INC.", file number 54,330.

"PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", file number 33,246, a domestic corporation has been noted as dissolved in our records.

Cordially yours,

Ricardo Fco. Román Cruz
Director Corporat. División

RFRC/ac
E0176715 -- \$20.00

18 de mayo de 1989

Honorable
Secretario de Hacienda
San Juan, Puerto Rico

Estimado señor Secretario:

Tengo a bien informarle que el día 26 de abril de 1989 a las 12:00 M., fue radicado y archivado en este Departamento un Certificado de Fusión entre "PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", y "RESOURCES MANAGEMENT, INC", ambas corporaciones con fines de lucro organizadas bajo las leyes de Puerto Rico, subsistiendo "RESOURCES MANAGEMENT, INC.", registro número 54,330.

"PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", registro número 33,246, fue debidamente disuelta en nuestros records.

Cordialmente,

Ricardo Fco. Román Cruz
Director
División de Corporaciones

RFRC/ac

JOINT AGREEMENT OF MERGER

Joint Agreement of Merger, dated June 29th, 1988, by and between Resources Management, Inc. ("Resources Management") and Protección Técnica Ecológica Corp. ("PROTECO"), corporations organized according to the laws of the Commonwealth of Puerto Rico, and between its Directors and shareholders, all represented herein by their duly designated representative and President Dr. Jorge J. Fernández Pabón, of legal age, single and resident of Santurce, Puerto Rico.

WHEREAS, Resources Management and PROTECO are both Puerto Rico corporations owned by the same stockholders organized for the establishment and operation of a chemical industrial waste disposal site and related facilities.

WHEREAS, these stockholders believe it to be in their own best interest, in the best interests of Resources Management and PROTECO, and in the public interest that PROTECO be merged into Resources Management, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises set forth and other good and valuable considerations, the parties agree that PROTECO shall be merged into Resources Management upon the Effective Date, as defined in Article XII, herein ("Effective Date") upon the other terms and conditions set forth, and other applicable laws. The mode of carrying such merger into effect shall be as provided herein.

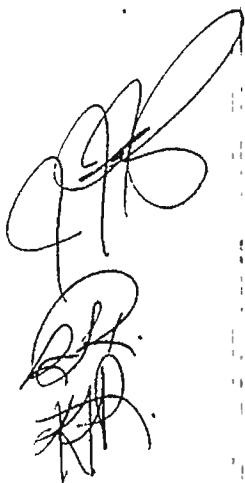
ARTICLE I

NAME AND CORPORATE EXISTENCE OF
SURVIVING CORPORATION

The corporation which is to survive upon the merger is Resources Management. Such surviving corporation is sometimes referred to as the Survivor. The Survivor shall continue to be a corporation of the Commonwealth of Puerto Rico and shall have perpetual existence. The separate corporate existence of PROTECO shall cease upon the Effective Date.

ARTICLE II

TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES

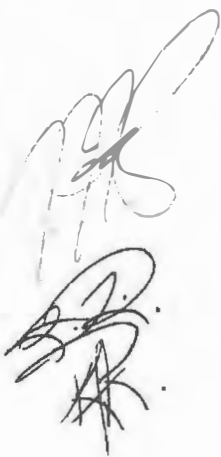


Upon the Effective Date, the rights, privileges, powers, immunities and franchises, as well of a public as of a private nature, of Resources Management and PROTECO, including without limitation the right to exercise the power of eminent domain to the extent permitted by law, and all the property, real, personal and mixed, and all debts due to either of the corporations on whatever account, as well as all stock, subscriptions, and all other things in action belonging to either of the corporations, shall by operation of law be taken, and deemed to be transferred to, and vested in, or to remain vested in, and possessed by, the Survivor; and all property, rights, privileges, powers, immunities and franchises (except as stated), and all and every other interest, shall be thereafter as effectually the property of the Survivor, as they were formerly of Resources Management and PROTECO, or either of them; and the title to any real estate, or interest therein, acquired by deed or otherwise, vested in Resources Management and PROTECO, shall not revert or be deemed to revert, or be in any way impaired, by this Agreement or the merger provided for. Provided, that all rights of creditors, and all liens upon any property, of Resources Management or PROTECO existing immediately before the Effective Date shall be preserved unimpaired; and all debts, liabilities, duties and obligations of Resources Management and PROTECO, respectively, shall thenceforth attach or continue to attach to the Survivor, and may be enforced against it, to the same extent as if those debts, liabilities, duties and obligations had been incurred or contracted by it; and, without limitation of the generality of the foregoing, the Survivor shall and hereby does expressly assume, effective upon the Effective Date, all contracts, mortgages, deeds of trust, indentures, equipment trust agreements, leases of equipment, conditional sale agreements, guaranties, guaranty agreements and made or assumed by PROTECO and all of its predecessors[^] and described or referred to in Appendix A annexed and made a part of

If, prior to the Effective Date, any person above named next to whose name appears the designation ("D"), or any person chosen in his place as provided in this sentence, shall be unable or unwilling to serve as a Director of the Survivor or, having been a Director of Resources Management, shall have ceased to be such Director, his place shall be filled by the person chosen by the Board of Directors of Resources Management.

ARTICLE IV

OFFICERS



The board of Directors of the Survivor may appoint a Chairman of the Board, a President, and any one or more persons to an office or offices of Vice Chairman of the Board, and such other persons to such other offices as the Board from time to time may determine, each of whom shall have such powers and duties as may from time to time be prescribed by the Board, be entitled to receive for discharging such duties such compensation, including pensions, as may from time to time be fixed by the Board, and hold such office for such period as the Board may from time to time determine.


Since the Chairman of the Board and the President of PROTECO is the same as the Chairman of the Board and President of Resources Management, the Chairman of the Board and the President of PROTECO immediately preceding the Effective Date shall be and become the Chairman of the Board and the President of the Survivor to hold such office or offices and serve until the first meeting of the Board of Directors of the Survivor at which time said office or offices shall become vacant.

The remaining officers of PROTECO and Resources Management immediately prior to the Effective Date shall be corresponding officers of the Survivor pending integration of management by the Board of Directors of Survivor, with such changes in titles and duties as such Board of Directors or other officers superior in rank shall determine.

ARTICLE V

INCREASE IN CAPITAL STOCK OF SURVIVOR AND MANNER OF CONVERTING STOCK OF RESOURCES MANAGEMENT INTO STOCK OF SURVIVOR

1. The shares of PROTECO shall be converted to shares of Resources Management on a one-to-one basis.



this agreement and all supplements and amendments thereto ("these instruments") only to extent PROTECO was bound in respect thereof immediately before the Effective Date; the foregoing express assumption including, as a part and condition of the merger but only to the extent stated, assumption of the due and puntual payment, and other indebtedness of PROTECO evidenced thereby, and also the due and puntual performance and observance of all the covenants, obligations, conditions and provisions of the instrument to be performed or observed by PROTECO, the Survivor hereby agreeing, effective upon the Effective Date, to assume, as a general obligation, and to perform, observe and be bound by each and all of the covenants, obligations, conditions, duties and provisions of, or provided to be performed or observed by, PROTECO; and it is understood and agreed that the vesting by the merger of PROTECO's right, title and interest under the instruments in the Survivor is subject in all respects to the respective provisions of those instruments.

ARTICLE III


DIRECTORS

The Board of Directors of the surviving corporation shall consist of such number of Directors as from time to time may be determined by resolution of the Board. Citizenship or residence in Puerto Rico shall not be a qualification of Directors or officers, nor shall any particular number or proportion of Directors or officers be required to be citizens or residents of Puerto Rico.

Upon the Effective Date, the Board of Directors of the Survivor shall consist of three (3) Directors. The names and places of residence of the Directors, who shall hold office until the Annual Election of Directors of the Survivor in the years indicated below and until their successors are duly chosen, are as follows: Jorge Fernández Pabón, Liza V. Fernández Rosselli and Karen P. Fernández Rosselli.

2. The total authorized capital stock of the Survivor not otherwise issued or authorized to be issued, may be issued, disposed of or sold at a price not less than par, at such time or times and in such manner and upon such terms as the Directors of the Survivor may from time to time by resolution prescribe, subject to any regulatory approval as may be required at the time of issuance.

ARTICLE VI



Since Resources Management and PROTECO are owned by identically the same stockholders, these stockholders have agreed that the special meetings which merging corporations normally hold to approve such merger are not necessary under these circumstances. The merger is herein considered approved by the stockholders of Resources Management and PROTECO without any further formalities. See Exhibit I.

ARTICLE VII

OFFICES OF SURVIVOR

The surviving corporation shall only be required to maintain an office in Puerto Rico.

ARTICLE VIII

ACCOUNTING

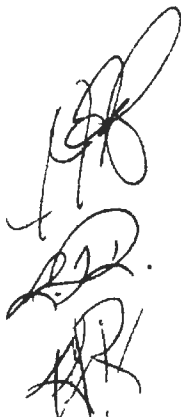
As of the Effective Date, the accounting entries of PROTECO with respect to assets, liabilities, capital, surplus and any and all other items will be taken up upon the books of the Survivor at the same amounts at which they were carried on the books of PROTECO.

ARTICLE IX

MISCELLANEOUS PROVISIONS

1. The Board of Directors of the Survivor is authorized and empowered to provide such reasonable compensation to the Directors of the Survivor for their services as Directors as the Board may from time to time determine.

2. Each of the directors and officers and former directors and officers of the Survivor, and any person who may have served at its request as a director or officer of a subsidiary or of



another corporation in which at the time of such request it owned shares, directly or indirectly, of capital stock or of which it was then a creditor, and his heirs, executors, and administrators, shall be indemnified by the Survivor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of the fact that he, his testator or intestate is or was an officer or director of the Survivor or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty as such director or officer. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of stockholders or otherwise.

3. Any and all right, title, interest and claim in or to any dividends declared by the Survivor, whether in cash, stock or otherwise, which are unclaimed by the stockholders entitled to them for a period of three (3) years after the day before the payment date shall be deemed to be extinguished, and such unclaimed dividends in the possession of the Survivor, its transfer agents or other agents, or depositories, shall at such time become the absolute property of the Survivor, free and clear of any and all claims of any persons whatsoever.

4. The Bylaws of Resources Management in effect on the effective shall also constitute the Bylaws of the surviving corporation on the Effective Date; provided that the Bylaws may be altered or amended by the Board of Directors of the Survivor at its first meeting after the Effective Date, notwithstanding any provision to the contrary in the Bylaws, and may be altered or amended thereafter by the board of Directors in accordance with the Bylaws of the Survivor.

5. The Board of Directors of the Survivor shall have full and continuing authority to take such action with regard to the payment of pensions and allowances to officers and employees and

their survivors and beneficiaries as it deems to be in the best interest of the Survivor.

ARTICLE X

SPECIAL AGREEMENTS OF THE PARTIES

From the date of this Agreement until the Effective Date or until this Agreement is terminated or abandoned in accordance with Article VI or Article XI hereof, neither PROTECO and Resources Management will, without the consent of the Board of Directors of the other:

(a) Make, declare or pay or agree to make, declare or pay, any distributions or payments of any kind in respect of its capital stock, including without limitation payments upon the purchase, redemption or other acquisition of any shares of its capital stock, except that:

(1) dividends (payable other than in stock of the corporation declaring the dividend) may from time to time be declared and paid in any calendar year in an aggregate amount.

(b) Issue, reclassify or alter any shares of its outstanding or unissued capital stock.

(c) Grant options or other rights of any kind to purchase, or agree to issue, any shares of its capital stock;

(d) Incur any debt which would increase their aggregate outstanding debt;

(e) Dispose of any property or asset of a substantial value or amount by sale, lease, mortgage, gift or otherwise other than to a wholly-owned subsidiary, except for a fair consideration received or receivable in cash or property in exchange therefor. PROTECO and Resources Management may distribute property in the form of dividends to their respective stockholders to the extent permitted by paragraph (a) of this Article X.

ARTICLE XI

TERMINATION AND ABANDONMENT OF THIS AGREEMENT

At any time prior to the Effective Date, and whether before or after action of the stockholders in respect of this Agreement

as provided in Article VI, this Agreement may be abandoned and terminated:

(a) by the adoption by the Boards of Directors of PROTECO and Resources Management of resolutions providing for the abandonment or termination of this Agreement; or

(b) at the option of PROTECO or Resources Management, exercised by resolution adopted by its Board of Directors,

(c) at the option of PROTECO and Resources Management, exercised by resolution adopted by its Board of Directors, after a breach by the other of any of its covenants or agreements contained in this Agreement has occurred and remained uncured for a period of ninety (90) days after written notice of such breach has been given by PROTECO and Resources Management, as the case may be, to the other.

In the event of the adoption of a resolution as stated above by the Board of Directors of either PROTECO or Resources Management, notice of such resolution shall be given to the other corporation.

ARTICLE XII

EFFECTIVE DATE

This Agreement and the merger provided for herein having been approved and adopted by the stockholders of PROTECO and Resources Management and this Agreement not having been terminated or abandoned in pursuance of the provisions of Article XI, a duly signed counterpart or a certified copy of this Agreement, duly certified and acknowledged, shall be tendered for filing in the office of the Secretary of State of the Commonwealth of Puerto Rico. The merger provided for in this Agreement shall become effective at this date.

ARTICLE XIII

DESCRIPTIVE HEADINGS

The descriptive headings of the several Articles of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE XIV

ENTIRE AGREEMENT

This document comprises the whole agreement reached by and between PROTECO and Resources Management. Any previous agreement shall be considered superseded by this agreement. No future accord or amendment shall become effective unless it is written and signed by both parties.

In San Juan, Puerto Rico, this 29th day of June, 1988.

PROTECCION TECNICA ECOLOGICA CORP

By: Jerman Zebor

Lt. Fernando F. Wood

Kec. P. Purwati Rosetia
DIRECTORS

RESOURCES MANAGEMENT, INC.

By: Jeffrey Alan Rebo

Wm. Bernard Ketch.

Kenneth H. Plunk

DIRECTORS



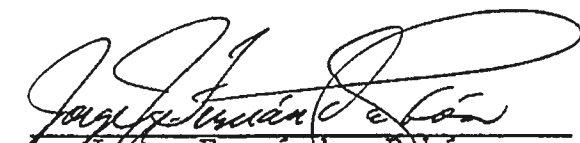
WAIVER TO HOLD STOCKHOLDERS
MEETINGS TO DISCUSS MERGER

We, the undersigned, acknowledge and ratify that we are the sole stockholders of Protección Técnica Ecológica, Inc. ("PROTECO") and Resources Management, Inc. ("Resources Management"); that these corporations were organized according to the laws of the Commonwealth of Puerto Rico; that we unanimously agree to merge PROTECO into Resources Management; and that Resources Management will henceforth be the sole surviving corporation.

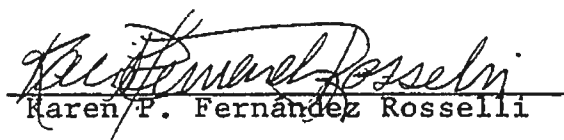
Since we are the sole stockholders of both corporations and are unanimously in agreement that this merger should take place, we, therefore utilize the procedure set forth by Article 715 of the Corporation Law of Puerto Rico, 14 LPRA section 1715, and hereby waive the right to hold any meetings that, according to Article 901(e) of the Corporation Law, 14 LPRA section 1901, should be held to obtain stockholders approval for this corporate merger. These meetings are unnecessary because the stockholders of both corporations unanimously endorse this merger.


Therefore, by means of this document, all the stockholders of PROTECO and Resources Management confirm that they all agree to the corporate merger between these two corporations and ratify their consent to waive their right to hold any meeting to discuss this merger and vote on this issue. In San Juan, Puerto Rico, this 29th day of June----, 1988.

Resources Management, Inc.

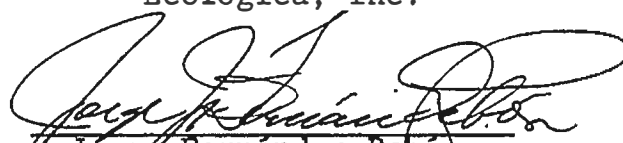

Jorge Fernández Pabón


Liza V. Fernández Rosselli

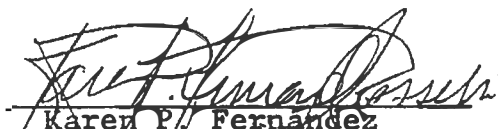

Karen P. Fernández Rosselli


Secretary

Protección Técnica
Ecológica, Inc.


Jorge Fernández Pabón


Liza V. Fernández Rosselli


Karen P. Fernández
Rosselli


Secretary